

Letting Conditions - Reviewed July 2022

Ponsanooth Hall Management Co. no. 07416195

Registered Charity no. 1142542

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St Michaels Road, Ponsanooth Truro TR3 7EE.

These conditions apply to all hiring of Ponsanooth Hall which expression shall include the Main Hall, the Meeting Room, the Consultation Room and the Community Room and Car Park and all other internal and external areas (collectively referred to below as “the Hall”). If the Hirer is in any doubt as to the meaning of these conditions, the Administrator should immediately be consulted.

The Hirer is responsible for adhering to the Operating Instructions, Instructions for Operating Equipment and Emergency Procedures (collectively referred to as the “Instructions”). It is the Hirer’s responsibility to ensure that copies of the Instructions are obtained and understood. If the Hirer is in any doubt about any of the Instructions, the Administrator should be consulted. By going ahead with the hiring of the premises the Hirer is agreeing to these Conditions of Hire and complying with the Instructions. Copies of the Instructions may be obtained from the Administrator or be found on the Ponsanooth Hall website (“the website”)

1. Bookings

- i) All applications** for the use of Ponsanooth Hall should be made on a Booking Form which shall be returned to the Administrator or other person nominated by the Administrator at Ponsanooth Hall. The Application Form and these Letting Conditions may be obtained from the Administrator or be found on the Website.
- ii) A breakage deposit** may, at the discretion of PHMC, be required, depending on the level of equipment required and the number of people attending the event.
- iii) Bookings over the phone** will be held provisionally for 7 days. If the Booking form, together with the Booking Fee, has not been received within 7 days, then no engagement will be booked.
- iv) PHMC reserves the right to refuse** any application for the use of the premises or to cancel a letting.
- v) A list of current charges** will be published from time to time and may be obtained from the Administrator or viewed on the website.

vi) Payment for Hire

The submission of a Booking Form to the Administrator must be accompanied by a cheque in the name of the Hirer, cash or confirmation of BACS/or other electronic notification of cleared effects of transfer into PHMC’s bank account for at least 20% of the full hire fee, or as mutually agreed. The balance must be paid on or before the day of hire. Where bookings are made for regular hire, payment terms may be mutually agreed but the standard terms

will be 20% of the hire fee as a deposit at the time of booking and the balance pro rata on or before each event.

vii) Regular Hire

Regular hirers will be subject to a 2 month probationary period, following which PHMC may at its discretion decide to renew or cancel the Hiring Agreement. During any regular hire period the premises may, subject to six weeks' notice to the Hirer, suspend the hire on an occasional basis in order to allow other organisations, who might otherwise be prohibited from using the premises, to hire the same for a specific event. In any of the circumstances described above, PHMC undertakes to refund to the regular hirer any hire fees relating to the cancelled period(s) of hire, but no further monies will be paid for any actual or presumed loss of profit or for any other cause.

viii) Cancellation

In the event of a one off hire being cancelled, the deposit will be repaid in full subject to a full 6 weeks' notice being given. No refund will be given if less than 6 weeks' notice is given. In the event that a regular hirer cancels, a full refund of monies paid in advance will be made subject to 6 weeks' notice being given. If less than 6 weeks' notice is given then the PHMC reserves the right to charge for events that would have taken place in the period between when the notice was actually given and the 6 weeks specified.

ix) Hire Period

The hiring period shall be between the times specified in the Confirmation of Booking document. The Hirer should include time needed for preparation and clearing up in establishing the total period of hire required. A minimum period of 15 minutes is suggested. The hirer is responsible for making sure that the premises are not left unattended and/or unsecured at any time during, or at the end of the hire period. Hirers will not be allowed access to the premises before the hire start unless with the approval of the Administrator. Adequate time should be allowed at the end of events to ensure that the premises are vacated at or before the end of the hire period, so as not to interfere with the needs of other users and to observe the Public Entertainment Licence Conditions for hours of use. Any additional time outside the specified period required for preparation and/or clearing up shall only be permitted with the confirmation of the Administrator

2. Age

The Hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are met.

3. Supervision

The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises, the fabric and the contents; their care, safety from damage however slight or change of any sort; and the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway. As directed by the Administrator, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

4. Use of premises

The Hirer shall not use the premises (including the car park if any) for any purpose other than that described in the Hiring Agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful or unsuitable purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.

5. Insurance and indemnity

(a) The Hirer shall be liable for:

(i) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises.

(ii) all claims, losses, damages and costs made against or incurred by the PHMC their employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer, and

(iii) all claims, losses, damages and costs made against or incurred by the PHMC their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer, and subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of PHMC and the PHMC's employees, volunteers, agents and invitees against such liabilities. PHMC shall take out adequate insurance to insure the liabilities described in sub-clauses (a)(i) above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (a) (ii) and (iii) above. The PHMC shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified PHMC and each member of the PHMC and the PHMC's employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.

b) Where the PHMC does not insure the liabilities described in sub clauses (a)(ii) and (iii) above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the PHMC. Failure to produce such policy and evidence of cover will may render the hiring void and enable the Administrator to rehire the premises to another Hirer. In this event the Administrator (after requesting details of Insurance cover required) in the absence of such details may give the Hirer Notice that the Hirer must produce evidence of adequate insurance within 24 hours, failing which the Hire shall be void. PHMC strongly recommend that all Hirers consider their obligations under the terms of this provision and take out adequate insurance commensurate with the risks associated with the Hire.

The PHMC is insured against any claims arising out of its **own** negligence.

6. Gaming, betting and lotteries

The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

7. Licences and alcohol

In accordance with the terms of PHMC's lease no hirer may bring, sell or supply alcohol on the premises without prior permission of PHMC which reserves the right to impose such

conditions upon the use, sale and/or supply of alcohol or to refuse permission as PHMC (in its absolute discretion) thinks fit. As the premises are not licensed for alcohol, a Temporary Event Notice (TEN) will need to be applied for by PHMC or its representative or at the option of PHMC by the Hirer or its representative for which the Cornwall Council Licence fee of £21 will be charged to the Hirer. If alcohol is to be supplied at your event, please specify your requirements when you submit the Booking Form to enable us to approve them and make the necessary arrangements. You can find further information, guidance and the application form by going to Cornwall Licensing Website by going to the following link: <http://www.cornwall.gov.uk/advice-and-benefits/licences-and-street-trading/alcohol-and-entertainment-licence/licensing-act-2003/temporary-event-notice/>

The Hirer agrees to abide by all Statutory requirements relating to the provision and sale of alcohol and to complying with the guidance set out in the link above.

In cases where the Hirer applies direct to the Cornwall Licensing Team for a TEN the Hirer must supply a copy of their application to the Administrator and the response within seven days of receipt or in any event at least two days before the hire takes effect."

8. Number of people

The Hirer undertakes to make certain that the following occupancy levels are not exceeded:

- Main Hall: 75 for an exhibition, 114 in empty room
- Lower Ground Floor Community Room: 40 people.
- Mezzanine Floor Meeting Room: 35 people.
- Mezzanine Consultation Room: 2 people

Please note that where there is in excess of 50 people in the Main Hall the Hirer must appoint a responsible person present at the event to be aware of evacuation procedures and to supervise and make people attending aware of evacuation and emergency procedures including all fire exits and in particular the landing and stairs leading to the main entrance.

9. Food preparation Health and Hygiene

a). Any food preparation carried out on the premises must be undertaken by a qualified person who has a Food Hygiene Certificate or by a person who is being lawfully supervised by a person who has such certificate. He or she must read and abide by the PHMC Food Management Policy. This is posted on the wall to each kitchen. Other copies may be obtained from the PHMC website, at www.ponsanooth-hall.co.uk. The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat in the premises must be refrigerated and stored in compliance with the Food Temperature Regulations.

B). The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are provided with a refrigerator and thermometer.

10. Policies

The Hirer agrees to be bound by the PHMC's policies where relevant to the Hire and in particular on Safeguarding Children and Vulnerable Adults, Health and Safety, and Equal Opportunities. Copies of these policies may be found on the Ponsanooth Hall website, at www.ponsanooth-hall.co.uk and are available from the Administrator on request.

11. Music copyright licensing

The hirer shall ensure that the PHMC holds relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, the hirer holds a licence.

12. Film

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film.

13. Childcare and Safeguarding Children and Vulnerable Adults:

All users and parents of children and carers of vulnerable adults who use Ponsanooth Hall should be aware that under current legislation Ponsanooth Management Company (PHMC) does not have any responsibility (and indeed is not eligible to carry such responsibility) for making Disclosure and Barring Service (DBS) checks on users hiring the Hall.

PHMC has been informed in writing by the DBS that as a provider of a space for activities to take place involving children and vulnerable adults PHMC has no legal entitlement to "initiate or request sight of any DBS checks that may have been carried out". This is due to DBS law and has nothing to do with any lack of capacity on the part of PHMC.

Therefore it remains the responsibility of the parents of children and carers of vulnerable adults to check that those providing the activities and services in the Hall are suitable to work with children and vulnerable groups and have such DBS accreditation as may be required at law.

14. Public safety compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and the PHMC's Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children. The Hirer shall also comply with the PHMC's Health and Safety policy.

The Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to the Chair of PHMC and the Administrator.

(a) The Hirer acknowledges that they have received instruction in the following matters:

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.

- The location and use of fire equipment. (Include diagram of location when handing over keys.) Escape routes and the need to keep them clear.
- Method of operation of escape door fastenings.
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
- Location of the first aid box.

(b) In advance of any activity whether regulated entertainment or not the Hirer shall check the following items:

- That all fire exits are unlocked and panic bolts in good working order.
- That all escape routes are free of obstruction and can be safely used for instant free public exit. That any fire doors are not wedged open.
- That exit signs are illuminated.
- That there are no obvious fire hazards on the premises.
- That emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

15. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment, make use of any noise limitation device and acoustic equipment and curtains provided at the premises and comply with any other licensing condition for the premises. In addition the Hirer will keep windows closed so as to minimise noise and ensure that users depart from the Hall both on foot and by vehicle in a quiet and peaceful manner without shouting or banging car doors and avoid obstructing the highway.

16. Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall ensure that in order to avoid disturbing neighbours to the Hall and avoid violent or criminal behaviour; care shall be taken to avoid excessive consumption of alcohol. No illegal drugs may be brought onto the premises. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises in accordance with the Licensing Act 2003.

17. Electrical appliance safety

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided the hirer **must** make use of it in the interests of public safety.

18. Stored equipment

The PHMC accepts no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end

of each hiring or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

The PHMC may use its discretion in any of the following circumstances:

(a) Failure by the Hirer either to pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended.

(b) Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in the Village Hall management committee disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

20. Smoking

The Hirer shall, and shall ensure that the Hirer's invitees, comply with the smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises. The Hirer shall ensure that anyone wishing to smoke uses the designated area outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

21. Accidents and dangerous occurrences

Any failure of equipment belonging to the Village Hall or brought in by the Hirer must also be reported **as soon as** possible. The Hirer must report all accidents involving injury to the public to a member of the Village Hall management committee **as soon as** possible and complete the relevant section in the Village Hall's accident book. Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. The Village Hall Administrator will give assistance in completing this form and can provide contact details

22. Explosives and flammable substances

The hirer shall ensure that:

(a) Highly flammable substances are not brought into, or used in any part of the premises and that

(b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the PHMC. No decorations are to be put up near light fittings or heaters.

23. Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without consent. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

24. Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by the PHMC. No animals whatsoever are to enter the kitchen at any time.

25. Fly posting

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and shall indemnify and keep indemnified PHMC and each of its members accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority

26. Sale of goods

The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

27. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and PHMC is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the PHMC. The PHMC reserves the right to cancel this hiring by written notice to the Hirer in the event of:

(a) The premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election.

(b) The PHMC reasonably considering that (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring.

(c) The premises becoming unfit for the use intended by the Hirer.

(d) An emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters. In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the PHMC shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

28. End of hire

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the Village Hall shall be at liberty to make an additional charge.

29. No alterations

No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of the PHMC. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the PHMC remain in the premises at the end of the hiring. It will become the property of the PHMC unless removed by the Hirer who must make good to the satisfaction of the PHMC any damage caused to the premises by such removal. Notices may be placed on the internal notice boards only with the permission of the Administrator.

30. No rights

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

PHMC July 2022