

THE CHAPEL, CROSS HOUSES COMMUNITY FACILITY

Standard Terms & Conditions of Hire

1) GENERAL

- a) These conditions shall apply to The Chapel, Cross Houses (hereinafter referred to as The Chapel).
- b) These conditions shall apply to any person wishing to hire The Chapel (hereinafter referred to as the Hirer).
- c) The person signing the application form must be at least 18 years of age and shall be deemed to be the Hirer. When a promoting organisation is named in the application form then the organisation shall also be considered the Hirer and shall be jointly liable with the person who signs the form.
- d) The Chapel will be available between 8:30am and 11pm (Monday to Thursday), 8.30am and midnight (Friday & Saturday) at the discretion of The Chapel Management Committee and between 09:00 and 23:00 on Sundays and Bank Holidays. Any variation from these times shall be at the discretion of The Chapel Management Committee.

2) CHARGES

- a) The Hirer shall pay the charges as quoted applicable to that event at the time of booking.

3) RESERVATIONS AND BOOKINGS

- a) Bookings may be made up to twelve months in advance and must be confirmed within two weeks of having been made (or four weeks before the date of the event, whichever is the earlier), by the submission of a completed application form, payment of hire and deposit as applicable.
- b) On receipt of a completed application form, the form will be countersigned by The Chapel Management Committee Authorised Representative and a copy will be returned to The Hirer. If payment is not made in accordance with Condition 3(a) the booking will be cancelled and the Hirer notified accordingly. The Chapel Management Committee reserves the right to reinstate the booking on payment of the full charge plus administrative costs and subject to the facilities not having been let to another hirer.

4) DEPOSITS

- a) A deposit of £50 is required to meet any additional costs incurred as a result of the hire. The Chapel Management Committee reserves the right to deduct from the deposit any charges, fees or other costs arising from over-running of the hire period, excessive cleaning requirements, breakages or damage etc. In the event of no charge arising, this deposit will be refunded within 14 days of the completion of hire.
- b) In the event of any Hirer not complying with the above provision The Chapel Management Committee reserves the right to cancel or withhold any facilities booked.

5) CANCELLATIONS

- a) Cancellation of bookings must be in writing and the effective date will be the receipt of such notification to The Chapel's Management Committee Authorised Representative.
- b) The Chapel Management Committee accepts no responsibility for the non-arrival by the due date of application forms, remittances or cancellations.
- c) In the event of a cancellation a cancellation fee will be applicable. The Cancellation Fee shall be calculated as follows:
 - i) cancellation up to six months prior to the hire is 25% of the hire fee;
 - ii) cancellation up to three months prior to the hire is 50% of the hire fee;

- iii) cancellation up to one month prior to the hire is 100% of the hire fee.
- d) In the event of any cancellation the deposit of £50.00 will be returned.

6) AVAILABILITY

- a) For the complete duration of any letting the whole building, grounds and facilities will remain under the full control of The Chapel Management Committee and its representatives, all instructions of such persons to be complied with forthwith.
- b) The hiring of The Chapel does not entitle the Hirer to use or enter the premises at any time other than the specified hours for which the space is hired or to use any rooms or equipment except those specified in the consent to the hiring unless prior arrangements have been made with The Chapel's Management Committee.
- c) The hiring of The Chapel does not entitle the Hirer to store or leave equipment around the building outside the specified hours of the hire period subject to the discretion of The Chapel Management Committee in appropriate cases.
- d) The Chapel Management Committee may cancel the hiring on the day it has been let to the Hirer if The Chapel is required for any of its functions or for purposes connected with Municipal or Parliamentary Elections or with any National Referendum. As much notice will be given as possible in all the circumstances. In any such event The Chapel Management Committee shall not be liable to the Hirer other than for the return of any hire charges already paid.
- e) The Chapel Management Committee reserves the right to close The Chapel or any part thereof for cleaning, repair, or other maintenance purposes, or in the event of the building becoming unfit for hire due to fire, flood, civil commotion or industrial action at any time. In such event The Chapel Management Committee shall reimburse the Hirer whose booking is in any way affected, such proportion of the hire charges already paid as The Chapel Management Committee shall deem to be reasonable in the circumstances but shall not incur any other liability to the Hirer.
- f) Whilst every effort will be made to ensure that items of furniture, utensils and equipment included within the accommodation at The Chapel are maintained in a proper condition, repair and/or replacement, The Chapel Management Committee does not accept any responsibility for deficiencies which may exist at the time of the occupation and will not entertain any application for a refund of fees as a result. The Chapel Management Committee reserves the right to withhold the use of any item of equipment or furnishings should The Chapel Management Committee consider it appropriate to do so in the interests of safety or good care of the equipment.
- g) The Chapel Management Committee cannot accept any responsibility that accommodation is suitable for the purpose for which it is hired. It is entirely a matter for the Hirer to ensure before submission of the booking form that the accommodation is suitable in all respects for their requirements.

7) INSURANCE AND INDEMNITY

- a) The Hirer shall repay to The Chapel on demand the cost as certified by The Chapel Management Committee, whose decision shall be final, of reinstating, repairing or replacing any part of The Chapel or any property in or upon The Chapel which shall be damaged, destroyed, stolen or removed during the period of hire. Unless the Hirer shall show before the commencement of the period of hiring that any property of The Chapel on the premises is damaged, such property shall be deemed to have been undamaged at the commencement of the period of hire.
- b) The Hirer shall indemnify The Chapel against all claims, demands, actions and proceedings arising out of any misuse of the facility, accidents or negligence, infringement of copyright, or the unauthorised performance or use of any record apparatus or contrivance at The

Chapel during the period of hire.

- c) The Chapel does have its own Public Liability Insurance (£5,000,000). However The Hirer may be required, depending on the event, to take out its own Public Liability insurance and proof of this must be shown to The Chapel's Management Committee's Authorised Representative.
- d) The Hirer shall give to The Chapel Management Committee notice in writing of any accident, injury or loss, and of any claim or demand within 24 hours of the same arising together with any such knowledge and information as may be required. With the exception of their insurers or advisers the Hirer shall not discuss the question of liability with a third party.
- e) The Chapel's insurers will not indemnify the Hirer against loss or damage caused by or resulting from fire or explosion due to the Hirer's negligence and in this respect The Chapel's insurers may have the right of subrogation against the Hirer who should consider taking out their own insurance to cover this risk.
- f) The Hirer shall comply with any condition that may be laid down by The Chapel's insurers. Any cost involved in complying with such conditions shall be born by the Hirer.

8) **ADVERTISEMENTS**

- a) No advertising material may be issued nor tickets sold until such time as a binding agreement to hire has been made, on payment of deposit/fee and or written confirmation of hiring.
- b) The display of advertising material inside and outside The Chapel will be subject to the consent of The Chapel Management Committee. The Management Committee reserves the right to remove any such material at any time and for any reason.
- c) Any contravention of the Town and Country Planning (Control of Advertisements) Regulations 1992 or any amendment or variation thereto (and in particular fly-posting) may be deemed a reason for the cancellation of a hiring or series of hirings. If there shall be any contravention of these requirements howsoever, wheresoever and by whomsoever caused, permitted or made then the Hirer shall reimburse or refund to The Chapel Management Committee the cost of removing any such unauthorised or illicit advertisements or advertising material.

9) **GENERAL**

- a) The Hirer agrees the supervision of the premises and contents, their care and safety from damage and change of any sort.
- b) The Hirer agrees to be responsible for the behaviour of all persons using the premises.
- c) The Hirer agrees to the appointment of stewards as deemed necessary by The Chapel's Management Committee to implement this requirement.
- d) The Hirer shall not sublet his booking.
- e) The Hirer shall ensure that no nuisance is caused to local residents before, during or after the function.
- f) The fabric, fittings (including electrical installation) and contents of the premises shall not be interfered with and no bolts, screws, nails or tacks shall be driven or pushed into any part of The Chapel without the previous written consent of The Chapel's Management Committee.
- g) Fire and other exits must be kept clear at all times.
- h) The Hirer shall not bring on to the premises, without the previous consent of The Chapel Management Committee, any article of an inflammable or explosive nature, nor any article producing an offensive smell, nor oil, electric, gas, petrol or other engine, nor any furniture or other apparatus.

- i) Please note that the use of “disco” smoke machines is not allowed. If the fire alarm is activated due to any form of misuse of the facilities the deposit shall be forfeited.
- j) Smoking in The Chapel is prohibited at all times.
- k) The Hire shall be responsible for ensuring that good order is kept in The Chapel during the hiring and, where The Chapel Management Committee considers it necessary, shall provide at their own expense extra stewards clearly identified to do this, and The Chapel Management Committee reserves the right to terminate without liability to the Hirer to refund the hiring charge, any entertainment or meeting which in the opinion of the Management Committee’s representative is not properly conducted. Any person so authorised by the Management Committee shall have the power to refuse admission or to remove from The Chapel any other person or persons whosoever he has reason to believe is behaving in a manner prejudicial to the compliance with these conditions of hire.
- l) All electrical equipment brought in to The Chapel by a Hirer shall have been appropriately PAT tested and carry the relevant, up-to-date certificate to that effect. Equipment not so tested and/or not carrying the above mentioned certificate cannot be used.
- m) The Hirer shall ensure that all persons attending any entertainment or function for which the premises have been hired shall vacate the said premises within thirty minutes after the termination of such entertainment or function and within the period of hire.
- n) The Hirer agrees to leave the premises (and surroundings) in a clean, tidy and hygienic condition properly locked and secured ensuring that all contents are in the positions occupied before the hiring.
- o) On leaving The Chapel the Hirer agrees to ensure that all radiator thermostats are returned to the “Frost Guard” position. Failure to do so will incur a heating charge of £25 per day.
- p) On leaving The Chapel the Hirer agrees to ensure all lights, electrical appliances and the hot water (switch in kitchen) are switched off and all doors secured and locked.

LICENCES AND CONSENTS

The Chapel has its own Public Entertainment Licence however it does not have a liquor licence. A liquor licence can be applied for, this can be done by contacting Shrewsbury & Atcham Borough Council’s Licensing Department on 01743 281076.

The regulated licensing hours for entertainment are as follows:

- a) Monday to Saturday 08:00 – 00:00 (Midnight)
- b) Sunday 08:00 – 23:00
- c) New Year’s Eve 08:00 until 02:00 the following morning (January 1st)

The following conditions apply:

- d) No copyright dramatic or musical or other work shall be performed or sung without the consent of the copyright owners and all such consents shall be produced to The Chapel Management Committee at least seven days prior to the commencement of the hiring.
- e) No form of gambling shall take place without the express written consent of The Chapel Management Committee and full compliance with the relevant legislation controlling such activities.
- f) The Hirer shall not permit any animals (except guide dogs for the blind) to be admitted to the premises for any purpose except with the specific consent in writing of The Chapel Management Committee and subject to such conditions as may be required.

- g) The Hirer must ensure that numbers admitted to or tickets sold for any function do not exceed those allowed under the licensed capacity. In the case of a dance or social function those numbers to include the organisers, band and/or guests. This number not to exceed the number for which the original application was made. The maximum capacity for The Chapel is 220 persons.
- h) Where a Public Entertainments Licence is applicable, the conditions attaching thereto shall be duly observed. A copy of such licence may be seen on application to The Chapel Management Committee and the Hirer shall be deemed to have had notice of all such conditions.
- i) In every hiring the Hirer shall observe and comply with the terms and conditions, restrictions and requirements of any Act of Parliament, Statutory Instrument, Regulation, Bye-Law or licence under which the premises or any part thereof may be used, and shall keep indemnified The Chapel Management Committee and any person in whose name any such licence may be held on their behalf against any loss of revenue, benefits, damages, costs and expenses that may be incurred by them owing to the breach, non-observance or non-performance of any such terms, conditions, restrictions and requirements as aforesaid.
- j) Hirers must comply with The Chapel's Public Entertainment Licence and Theatres Act Licence in full. Copies can be inspected on application to The Chapel Management Committee.
- k) **Your attention is specifically drawn to items 9 (i), (n) & (o).**