

Exminster Deepway Centre Booking Form

Address: Deepway Centre Administrator, c/o 17 Miller Way, Exminster, Devon EX6 8TH

Email: deepwaytrust@yahoo.com

Telephone: 07740 979977

Date of Hire		
Purpose of Hire		
Hirer's Name		
Address & Postcode		
Contact Nos (Before, during & after event)		
Email		
Hirer's arrival & departure time (This must include setting up and packing up)	Arrive:	Depart:
Event start & finish time (Must be within the arrival/departure times)	Start:	Finish
Hourly rate	£ 14.50ph	
TEN needed (see terms & conditions no 7)	Yes/No	

All bookings must be made with the Hall Administrator and this Booking Form completed.

Bookings may be made up to a year in advance.

The hire starts from the time the Hall is opened until the hire-period ends and the Hall is locked up.

Set-up and clearing-up times are charged for at the same rate as the Hire charge.

The minimum unit of hire is 2 hours.

The booking is only confirmed once the full hire fee is paid.

One-off events (except for parties for children under the age of 10) also require a deposit of £75.00 to be paid before the key is collected for access to the Hall.

The deposit will be returned to the Hirer, minus any charges levied for floor re-polishing, rubbish removal, breakages and repairs.

We would not normally accept bookings of over 120 people.

The hall is a non-smoking area and the hirer is responsible for ensuring that if naked candles are lit they are controlled and there is no damage to the hall or its fixtures/fittings.

Smoke machines are not permitted as they activate the smoke alarm system.

A premises licence is held which covers live music, recorded music and dancing.

The Hall insurance does NOT cover the use of a bouncy castle.

Users should please take ALL rubbish home and no items are to be left in the fridge.

The hire of the hall is subject to the Terms & Conditions, as set out below. Please read the following and sign your acceptance on page 4.

The key for the hall is in the key safe at the side of the entrance lobby, Clare Hobbs will text you this code 1 week prior to hire.

Bank details for payment:

The Deepway Centre Trust

Account Number – 20453323

Sort Code – 60-83-01

TERMS & CONDITIONS OF HIRE

Agreements with the Trustees of Exminster Deepway Centre (“the Deepway Centre”) for the hire of Exminster Deepway Centre or any part thereof (“the Premises”) are subject to these Terms and Conditions of Hire (“the Hire Conditions”).

1 Undertaking of the Hirer

The Hirer undertakes to ensure he has an understanding of the Hire Conditions for the time being in force

2 Supervision by the Hirer

The Hirer undertakes to be present, or arrange for sufficient competent representatives to be present, throughout the hiring to ensure compliance with the provisions and stipulations contained or referred to in the Hire Conditions and any relevant licenses

3 Responsibility of the Hirer

The Hirer shall be responsible during the period of hire for:-

- Ensuring that the number of people using the Premises does not exceed that permitted for the room under the Premises Licence for the purpose of the hire
- Supervision of the use of the Premises and the care of its fabric and contents
- Ensuring that the Premises (including kitchen and toilets) are left clean and tidy with rubbish removed at the end of the hire
- Ensuring that all equipment, chairs and tables have been returned to their storage positions safely, the Premises are cleared of people, all lights switched off, and the building secured by use of the keys supplied, except for any facilities or room or public area in use by another continuing hire
- 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 or access road
- Ensuring no excessive noise occurs, particularly late at night or early morning, with a minimum of noise being made by any person on arrival or departure.
- Ensuring that no animals (including birds), except assistance dogs are brought into the building, without written permission of the Deepway Centre Trust on the occasion of a special event or hire agreed to by the Deepway Centre Trust
- Ensuring that NO animals whatsoever enter the kitchen at any time
- Ensuring that any electrical appliances brought onto the Premises and used there shall be certified safe and in good working order, and used in a safe manner, using Residual Current Circuit Breakers where appropriate
- Ensuring that no LPG appliances or highly flammable substances are brought onto the Premises

4 Fire Regulations

The Hirer shall:

- Ensure that the Fire Service is called to any outbreak of fire, however slight, and details given to the Deepway Centre administrator.
- Appoint a fire monitor to make a list of all persons present to be checked if the Premises have to be evacuated
- Prior to the start of an event indicate the fire exits and Evacuation Meeting Place to the persons attending the event

The Evacuation Meeting Place is at the bottom of the Car Park adjacent to the Deepway Centre. No person may re-enter the Hall without the permission of the Fire Service.

5 Use of Premises

The Hirer shall not:-

- sub-let or use the Premises for any purpose other than that described in the Booking Form
- use the premises or allow the Premises to be used for any unlawful purpose or in any unlawful way
- do anything or bring onto the Premises anything which may endanger the Premises or render invalid any insurance policies in respect thereof
- allow the use of drugs on the Premises or allow smoking in the Building

The Hirer shall ensure:-

- Candles and nightlights must be low level and in heavily weighted containers to prevent them from being knocked over
- Night lights must be in a holder that will not conduct heat from the metal container onto the table, covers or woodwork, either internally or externally
- Candles or night lights should not be placed near the curtains or other flammable objects

6 Car Parking

It is strictly forbidden to park in the Car Park entrance or on the grass areas without express permission of Exminster Parish Council. Please show consideration to local residents and other users.

7 Authority required by the Premises Licence to supply alcohol and entertainment

The hirer must contact Teignbridge District Council for a Temporary Event Notice (TEN) **if you want to sell alcohol.** **The Hirer is responsible for getting a TEN.**

Please see [Apply for a Temporary Notice Event \(TEN\) - Teignbridge District Council](#) for information.

The number of TENs issued per year, per venue is restricted, so please let us know if you have made an application.

8 Compliance with legislation relating to children or vulnerable adults

The Hirer shall ensure that any activities at the Premises for children or vulnerable adults comply with current legislation in that regard and that only fit and proper persons have access to children or vulnerable adults. Supervision of all groups remains the responsibility of the hirer.

Child Protection Policies are the responsibility of the Hirer.

9 Compliance with other relevant legislation

The Hirer shall ensure that the users:

- do not contravene the law relating to gaming, betting, and lotteries
- comply with all conditions and regulations required by the Licensing Act, particularly in connection with events which include public dancing or music, or stage plays, or films, or similar entertainment taking place at the premises.

A breach of this condition may lead to prosecution by the local authority.

10 Indemnity

The Hirer shall indemnify and keep indemnified each of the Trustees of the Deepway Centre and their employees, volunteers, agents and invitees against:

- a) the cost of repair of any damage done to any part of the Premises including the curtilage thereof or the contents of the Premises
- b) against all actions, claims, and costs of proceedings arising from any breach of the Hall Conditions
- c) all claims in respect of damages, including damage for 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

As directed by the Deepway Centre, 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

11 Insurance

Commercial hirers must provide Public Liability insurance (£5,000,000 minimum indemnity).

Please see specific requirements of our insurance relating to face-painting, bouncy castles, gym equipment and baptistry. See attached appendix 1.

Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to an authorised representative of the Deepway Centre as soon as possible, and complete the relevant section in the Deepway Centre Accident Book (kept in the green first aid container in the hall).

Any failure of equipment, either that belonging to the Deepway Centre, or brought in by the Hirer must also be reported to the hall administrator as soon as possible

12 Stored equipment

The Deepway Centre accepts no responsibility for any stored equipment or other property brought onto or left at the premises and all liability for loss or damage is hereby excluded.

All equipment and other property, other than that stored on the premises by agreement, must be removed at the end of each hiring or storage period.

The Deepway Centre may dispose of any such items 7 days thereafter at its discretion, by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer daily storage fees and costs incurred in storing and selling or otherwise disposing of the same.

13 No alterations

No alterations or additions may be made to the Premises.

No fixtures may be installed, or placards, or other articles be attached in any way to any part of the Premises without the prior written approval of the Deepway Centre.

Any alteration, fixture or fitting, or attachment, so approved shall, at the discretion of the Deepway Centre remain in the Premises at the end of the hiring and become the property of the Deepway Centre or, be removed by the Hirer.

The Hirer must make good to the satisfaction of the Deepway Centre any damage caused to the Premises by such removal. Hirers must produce a certificate that the decorations comply with fire regulations.

No Blu-tack, drawing pins or adhesive tape may be used.

14 Cancellation by the Hirer

The booking is only confirmed once the full hire fee is paid. In the event of cancellation by the hirer, there is a 75% refund if the hire is cancelled 30 or more days in advance of the first hire date, a 50% refund if cancelled within 30 days and no refund if cancelled within 7 days. The deposit will be returned in full.

15 Cancellation by the Deepway Centre

The Deepway Centre reserves the right to cancel a hiring by written notice to the Hirer if the Deepway Centre reasonably consider that:

- a) such hiring may lead to a breach of the licensing conditions, or other legal or statutory requirements, or
- b) unlawful or unsuitable activities may take place at the Premises as a result of the hiring, or
- c) the Premises have become unfit for the use intended by the Hirer

In any such case the Hirer shall be entitled to a refund of any deposit or hire fees already paid, but the Deepway Centre shall not be liable for any resulting direct or indirect loss or damages whatsoever.

16 Interpretation

In these Conditions words importing the singular only and the masculine gender only shall respectively include the plural and the feminine gender and vice versa unless inconsistent with the context.

Acceptance:

I have read and accept these Terms and Conditions of Hire of Exminster Deepway Centre, as above:

Signature of Hirer :Date

Appendix 1

Special requirements for Hirers' Public Liability Extension

Where the stated activity is undertaken by the **hirer**, the **hirer** is required as a condition precedent to **our** liability:

1 USE OF BOUNCY CASTLES, OTHER LAND-BASED INFLATABLES OR TRAMPOLINES

- a) if the **hirer** uses any bouncy castle and/or any other land-based inflatable, to ensure that:
 - access and use is controlled by an adult authorised by the **hirer** at all times
 - when used outside a building, it is securely anchored to the ground at each anchor point
 - each anchor point is signed, or otherwise marked to be made easily visible, and wrapped to prevent injury
 - soft matting is used to cover hard surfaces adjacent to the front or any open sides where there is a risk of injury from falling from the inflatable.

SPECIAL NOTES RELATING TO BOUNCY CASTLES (not forming part of this policy wording)

Those who use bouncy castles are at an increased risk of injury, particularly children and others who may not be aware of the dangers. Where you provide, or are responsible for, bouncy castles we expect you to take extra care to prevent injuries by making sure measures are put in place that help reduce this risk and our guidelines are:

- a) to follow the manufacturer's or supplier's safety recommendations
- b) requiring children to remove sharp articles like shoes, buckles or jewellery
- c) not allowing overcrowding, particularly by children (to help prevent knocking into each other)
- d) not allowing a mix of large and small children at the same time (to avoid larger children crushing the smaller ones)
- e) not allowing use by adults and children at the same time
- f) not allowing any access to the very youngest children, e.g. under 2 years old.

2 USE OF GYM EQUIPMENT

to take reasonable precautions to ensure that any gym facility or equipment the **policyholder** provides to the **hirer**, and any of the **hirer's** own gym equipment, are not used by any unauthorised persons and that:

- any equipment for Olympic-style weightlifting or powerlifting is not used
- they are supervised by a qualified gym instructor at all times when in use, or
- they are only used by unsupervised persons who have undergone an induction or training course held by a qualified gym instructor and then been authorised by the **hirer**.

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Continued...

Special requirements for Hirers' Public Liability Extension

Where the stated activity is undertaken by the **hirer**, the **hirer** is required as a condition precedent to **our** liability:

3 USE OF A BAPTISTRY

to ensure that any baptistry used must:

- always be attended by a responsible person authorised by the **hirer** when it is being filled with water
- be attended by a responsible person authorised by the **hirer** or roped off or warning notice displayed when the baptistry cover is removed
- before anyone enters the water have the electrical heating apparatus to the baptistry turned off and disconnected from the mains supply and checked by a responsible person authorised by the **hirer**
- if portable, be checked by a responsible person authorised by the **hirer** before each use to ensure that it remains in good condition and that there are no apparent defects that might cause **bodily injury** or **damage**.

4 FACE PAINTING AND HENNA TATTOOS

if the **hirer** applies any face paints or henna tattoos, to ensure that they are not applied to any person:

- under three years old
- who has open cuts or sores on their face
- who has a cold sore or conjunctivitis or any other known infectious skin condition

and in addition the **hirer** must:

- carry out a skin test prior to the application of any face paints or henna tattoos where any person has food allergies or allergic reactions to soaps, skin creams and the like
- clean any equipment before each application
- only use professional face paints and henna tattoos that comply with current safety legislation or regulations.