# The Riley-Smith Hall

#### **Terms & Conditions of Hall Hire**

#### **General Terms of Hire**

- Please be aware that any hiring request should not be considered as booked until the Hirer has received confirmation (either electronically or by post), detailing the specific terms of the hire.
- For one-off events, the booking will be held for 10 days from us sending out our
  confirmation and will be dependent upon us receiving the required deposit within this
  period. If this does not occur, then the booking will be cancelled. The outstanding balance
  should be paid, in full, before the hire date.

All deposits are non-refundable. It is at the Trustees discretion to allow the Hirer to transfer the deposit to another date. This will only be considered if a minimum of 4 months notice is given.

- For regular users, payment for use of the hall is due within 14 days of the invoice dates
  which are sent out at the beginning of each month. If, for any reason, you do not wish to
  utilise a booked session, then this should be advised to us before the relative invoice is
  issued. Once the invoice has been issued, the full amount is due, irrespective of whether
  the bookings are required or not. Our standard Cancellations Policy in respect of hall hire
  will not apply.
- Hire of The Riley-Smith Hall does not include access and use of the kitchen area unless specifically agreed with us at the time of booking, when options regarding usage can be discussed and priced accordingly. Should you require our bar facilities, please advise at the time of booking and separate arrangements can be made. Any such arrangements are independent to the terms and conditions included within this document.
- The hire charge is for the use of the hall on the day of hire, within the times agreed and confirmed. Please note that this includes any time required for setting up (decorations, musicians, etc). Any extra access to the hall, for any purpose, will be charged accordingly.
- The Trustees reserve the right to charge for any damage to the hall, or any equipment owned by the hall, which is caused, or permitted to be caused, by the Hirer or any person associated with the hire (including accidental damage). To protect the integrity of the fabric of the hall, hirers should note that nothing is allowed to be attached to any painted or wooden surface, by whatever means. This includes 'draping' on or between pillars. We

would also advise that the use of candles or any other form of naked flame is also prohibited.

- Access to the upstairs of the building will only be permitted when that area is booked and
  paid for. Where only the ballroom is booked, then it is the Hirers responsibility to ensure
  that no person on the premises in respect of the hire is allowed to access the upstairs area.
  We reserve the right to hire out the upstairs area separately, if it is not in use by the Hirer.
  When only the upstairs room is hired, then users are not permitted to use the main ballroom
  without advance consent from the Trustees and we reserve the right to hire out the
  Ballroom separately.
- All guests, customers and suppliers (technicians, entertainment providers etc) are the responsibility of the Hirer. Whilst there may be catering and/or bar staff on the premises, these people do not hold any responsibility for supervising activities. As such, the Hirer, or a named representative of the Hirer, should be on the premises for the whole of the booked period. The Hirer, or their named representative, must be present when any suppliers arrive and must remain on the premises until all equipment is removed and the suppliers have departed. Supervision of such activity is not the reasonability if the halls caterers, bar staff or caretakers.
- It is the Hirers responsibility to ensure that children are supervised at <u>all</u> times, either by the parent/guardian or by the organisers. This should be emphasised to all attendees before the commencement of any activity involving children.
- It will be assumed that any organisation hiring the hall and taking responsibility for children in their care will have a Child Safeguarding policy in place.
- Should the Hirer consider it appropriate for a Certified First Aider to be in attendance during
  an event, it is the Hirers responsibility to arrange for this and cover all costs involved. A First
  Aid Box is available for use in case of need, located in the Box Office, which is situated on the
  right as you enter the building through the main doors.
- As the hall is situated within a residential area, all doors must remain closed after 9.00pm. It should be further noted that, under the terms of our current Premises Licence, no live music is allowed after 11.00pm. Low level background recorded music can continue for those events booked to finish beyond this time.
- A ramped access is located on to the right hand side of the hall (behind the Sapori Di Napoli
  restaurant). Hirers should acquaint themselves with its location and be responsible for
  directing any guests requiring this service.
- Dogs are not permitted within the hall except for registered guide dogs and other registered assistance dogs as per The Equality Act 2010. The car park behind the hall does not belong to

- The Riley-Smith Hall and users are not permitted to park there at any time. There is no parking included in the hire fee.
- Under current Fire Regulations, the maximum capacity of the hall is 499 persons and it is the
  Hirers responsibility to ensure that this limit is not exceeded. If the Trustees feel it is
  appropriate to reduce this figure at any time due to extenuating circumstances (e.g. Covid
  limitations) the Hirer will be advised accordingly and will be responsible for ensuring the
  revised limit is not exceeded.
- The Trustees cannot accept responsibility for any items left on the premises, with anything left remaining the Hirers responsibility.

## **Emergency Evacuation Plan**

A comprehensive Emergency Evacuation Plan is in place. When bar services are provided,
the bar manager is responsible for ensuring that the instructions contained within the plan
are implemented. When the hall is hired out on an unsupervised basis, it will be necessary
for the Hirer (or their nominee) to undertake this responsibility. A briefing and a full copy of
the plan will be provided, in such instances, prior to the event taking place.

# **Liability Insurance**

 Whilst the Trustees hold Public Liability Insurance, it is incumbent upon Hirers who use our facilities for commercial gain to hold their own insurance. We will require proof that this is in place, within 2 weeks from confirmation of the booking and that it remains valid until after the event date.

## **Electrical Equipment**

Any electrical equipment brought onto the premises must have a valid PAT test certificate.
 We reserve the right to remove any such equipment which does not have a current certificate. It will be assumed that all equipment brought in will have been tested and a valid certificate held.

### **Live and Recorded Music**

- The Trustees of the Riley-Smith Hall hold a license for the performance and playing of music on the premises issued by PRS for Music. A PPL license (required when recorded music is played) is not held. Those customers who use our facilities for functions/sessions from which they derive an income (for example, fitness classes and dance sessions) are responsible for obtaining their own PPL license.
  - If your activity falls within this category, it will be assumed, by the Trustees, that you hold the requisite license as a condition of them accepting your booking.

## **Cancellations**

### **Cancellations by the You**

- In the event of the Hirer wishing to cancel their booking, the following conditions will apply:
  - The request for cancellation must be received in writing, which will be acknowledged.
  - All deposit monies are non-refundable
  - If less than 2 weeks notice is provided, then 50% of the total booking fee is payable.

### **Cancellations by Us**

- The Trustees of The Riley-Smith Hall reserve the right to cancel any hiring by notice to the Hirer in the event of:
  - The perceived inability of the Hirer to comply with the terms of the hire.
  - Unforeseen damage to the Hall making it unusable or unsafe.
  - Any licensing, statutory and/or health and safety requirements change preventing certain or all activities.
- In cases of cancellation by the Trustees, the Hirer shall be entitled to reimbursement of such monies previously paid by the Hirer. The Trustees shall not be liable to meet any other costs or make further payment to the Hirer. To mitigate any potential loss in this respect, the Hirer may wish to consider obtaining appropriate insurance cover.