

The Guildhall, Newcastle-under-Lyme **Hiring of Rooms: Terms and Conditions of Use**

1. Bookings

- The person making the booking is responsible for the booking and use of the room.
- The room must not be used for any purpose other than that agreed on the application form.
- Support Staffordshire reserves the right to refuse a booking following receipt of an application form.
- The use of the room is restricted to those areas and times agreed on the booking form.
- The user is not allowed to sub-let the room under any circumstances.
- Your booking will be confirmed within 5 working days of receipt of your application. (See booking details on page 3.) If you experience a delay, please contact 01538 381356.
- Bookings can be made up to three months in advance.

2. Catering

- Due to the current hygiene regulations, the kitchen may not be used for the preparation of food.
- Mugs, tea spoons and a kettle are provided in the kitchen. Flasks for hot water are available on request. You must supply your own tea, coffee and milk etc.
- Care must be taken if carrying cups etc. from the kitchen and a tray is provided for use.
- It will be the responsibility of the user to ensure the facilities are left in the condition in which they were found. Basic cleaning materials are provided.

3. Health and Safety

- The hirer must make sure that all persons are made aware of the siting of fire appliances and of the evacuation procedure.
- Users must ensure that they are familiar with the actions to be taken in the event of hearing the fire alarm.
- No flammable, explosive, dangerous or offensive materials or articles may be brought onto the premises.
- The fire alarm system is regularly tested; the responsible person will be informed of any alarm tests due. Groups will be required to follow instructions from any member of staff in the event of an emergency.
- The responsible person must comply with all directions with regard to health and safety.
- All proper precautions for the prevention of accidents to any persons on the premises during the period of hire must be made.
- If during the event any person is concerned about the safety of those present, or the building, they must inform a member of staff immediately.
- It is a legal requirement (Electricity at Work Act 1989) that any equipment used outside the home is tested to ensure it is safe to use. Any electrical equipment you bring into the venue must be tested in accordance with and comply with the Act and any Regulations made therein. If you hire any equipment from a hire company then a relevant certificate declaring that the equipment has been tested and is safe to use must be obtained. This legislation applies to all electrical equipment whether direct mains operated or not.
- The person making the booking must ensure that children/vulnerable adults are supervised at all times in accordance with current safety guidance and legislation.

4. Access

- Emergency fire exits must be kept clear at all times.
- Staff employed by Support Staffordshire will have right of entry to all events at all times.

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- Arrangements for delivery or collection of equipment to be used during the booking which falls outside of those times agreed on the booking form must be made in agreement with Support Staffordshire.

5. Damage

- Support Staffordshire cannot accept responsibility for loss of, or damage to, personal belongings brought onto site.
- Support Staffordshire shall not be held responsible for any loss of, or damage to any property arising out of the booking or for the death of or personal injury to any person except where such death or personal injury is caused by the negligence of the Support Staffordshire, or for any loss due to any breakdown of machinery, failure of supply to electricity, gas or telephone, leakage of water, fire, riot, government restriction, terrorist activity or act of God which may cause the premises of Support Staffordshire to be temporarily closed or the function interrupted.
- The responsible person is required to notify a member of Support Staffordshire of any spillages, breakages or damage to any equipment fixtures and fittings whilst they retain use of the room.
- The applicant shall be held responsible for insuring all equipment brought on to the premises and for any damage caused to Support Staffordshire property by any person, equipment or exhibits brought onto the premises by the applicant. Support Staffordshire reserve the right to invoice the applicant for any damage arising from wilful misuse or neglect.

6. Restrictions / Prohibitions

- Smoking is not permitted within the Guildhall.
- Alcohol is not permitted within the Guildhall without prior permission from the North Staffs Operations Manager of Support Staffordshire.
- In the view of the staff on duty, if the noise level from any particular group is deemed to be excessive, steps will be taken to reduce noise to an acceptable level.

7. Media and Publicity

- Support Staffordshire must be made aware in advance of any contact with the media, which may identify or impact upon the Support Staffordshire and its employees.
- It is the applicant's responsibility to ensure that any media displayed during the period of use is not of an offensive nature, are only displayed as agreed with the North Staffs Operations Manager of Support Staffordshire.
- Support Staffordshire may use articles or information in relation to user groups for its own media and publicity campaigns.

8. Licences

- Support Staffordshire properties are not licensed for and must not be used for any of the following:
 - Sale of any item, including food and drink
 - Dance, drama, films, music, exhibitions, events where tickets are being sold.
 - Gaming betting or lotteries. Organisations that wish to provide bingo (or other types of gaming) for charitable or other non-commercial purposes (e.g. to raise funds for a society) may do so under Part 14 of the Gambling Act 2005. Non-commercial gaming may only take place at events where none of the proceeds from the event itself are used for private gain. In all cases, the players participating in non-commercial bingo must be told what "good cause" is to benefit from the profits from the gaming.
- For the avoidance of doubt nothing in these conditions is intended to affect the user's rights as a consumer or limit or exclude the liability of Support Staffordshire for death or personal injury caused by its negligence or for fraudulent misrepresentation.

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9. Accident Procedures

- Support Staffordshire does not accept responsibility or liability for any injury sustained by any persons participating in events held within The Guildhall.
- If an individual injures themselves whilst on Support Staffordshire property the responsible person **MUST** contact a member of staff.
- The location of first aid points, first aid equipment and emergency contact details will be clearly displayed in The Guildhall.

10. Public Liability Insurance

- Support Staffordshire has Public, Products, Pollution, and Employers Liability Insurance of £5 million.
- Support Staffordshire Public Liability Insurance covers people it invites onto its premises.
- Any hirer must provide their own Public Liability Insurance to cover the actions of any person they invited to a meeting and must be able to produce a valid insurance certificate, when requested.
- If the hirer does not have public liability insurance Support Staffordshire can provide advice on how to obtain this.
- If the hirer is a Friend of the Guildhall, then, at the discretion of the Friends, they can be covered by The Friends' PLI. Any non-member can also be covered by The Friends' PLI at a charge of £10.

11. Confirmation

- Once a hire agreement has been approved an email of confirmation will be sent to the named contact person.

12. Cancellation of Booking

- Support Staffordshire reserves the right to cancel bookings where the premises are rendered unfit for the intended use. The group will be informed as soon as possible.
 - Room bookings should be cancelled as soon as possible but no less than 2 working days before the event. In the event of late or non notification of cancellation a charge may be made.
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