Alton Assembly Rooms
Hire Agreement Terms & Conditions

Alton Assembly Rooms can be hired by any individual over the age of 18 years, charity, business, or organisation that meets the Hire Agreement Terms & Conditions set out below.

Before hiring a room(s) at Alton Assembly Rooms, it is important that you read these Hire Agreement Terms & Conditions carefully.

Definitions

This Hire Agreement is a contract between:

An organisation, individual or company responsible for hiring the venue and paying for the Event. From here on in may also be referred to as the 'Hirer' or ‘you’ or ‘your’; and Alton Assembly Rooms, High Street, Alton, Hampshire, GU34 1BA. Hereinafter referred to as AAR or ‘we’ or ‘us’.

The following definitions apply: -

Hirer refers to the individual, company, or organisation with whom AAR have an agreement to provide facilities or service based upon an AAR quotation and any additional requirements or services subsequently requested and agreed.

Organiser refers to the Hirer or a designated third party employed by the Hirer to organise the Event on their behalf.

Venue refers to a room (or space) or combination of rooms (or spaces) designated by AAR or external hire.

Purpose refers to the main reason/Purpose/cause behind the Event being held which should not conflict or contend with, or be opposed to the principles and values of Dementia-friendly Alton or Alton Town Council, of which AAR is a community focused initiative.

Hire relates to a specific booking or series of bookings, as entered into the online booking system “Hallmaster”, and includes the Hire Agreement Terms & Conditions, together with any other terms expressly agreed between the parties and clearly set out within the online booking or in subsequent email communication.

Event refers to the function or use for which the Venue is hired. AAR facilities are ‘let’ on the basis of agreed hire rates. The Hire Agreement Terms & Conditions of booking and venue hire are described below.

Hire Agreement Terms and Conditions.

These Hire Agreement Terms and Conditions, and any other terms agreed between the parties will be clearly set out in writing and may not be varied without agreement with AAR management. All references to days mean calendar days unless otherwise specified.

1. Use of AAR

Enquiries for the use of AAR should be made via the AAR website where there is a link to the Hallmaster Booking system. AAR rooms and assets may be hired by any individual or organisation if the stated aims and Purpose of the Event does not break any national or local by-laws, contradict, oppose, or hinder, directly or indirectly, the stated aims and Purpose of AAR, Dementia-friendly Alton or Alton Town Council.

AAR management reserves the right to decline any enquiry or booking even after confirmation.

All bookings will require acceptance of the HIre Agreement Terms and Conditions (as posted on Alton Assembly Rooms website and available from venue) prior to submission.

AAR reserves the right to confirm or deny, any externally arranged services, entertainment, or activities that you have arranged. AAR will not accept liability for any resultant loss.

AAR management may view and decline any Hirer programme, written consent, speech, display, visual aid, video, or audio material.

All booking requirements, e.g. asset requirements and room set up must be notified to AAR at the time of enquiry.

2. Booking

Once the quote via Hallmaster and the Hire Agreement Terms and Conditions have been reviewed and accepted by the Hirer, and we have received any deposit requested, we will consider the booking as confirmed. Before the Event date, it is the Hirer's responsibility to provide this information and check for accuracy via Hallmaster.

If any details of your Event change, which can be arranged by the hirer via Hallmaster, then we reserve the right to issue a revised quotation for your agreement.

Before your Event: AAR may request, where applicable, copies of the following documents or confirmation that you have these documents in place:

- A risk assessment covering all the activities you are proposing to do.
- A copy of your Public Liability Insurance.
- A copy of your Temporary Event Notice where applicable

AAR reserves the right to levy fees for cancellations as per our deposit process in item 4.

3. Hire Term and Rates

Rates and an estimate of the cost of Hire can be seen when creating a booking in the online booking system. New Hirers will default to the 'Private/Commercial' rate in the first instance. A discretionary rate is available to Charity and Community and, where applicable, this will be assigned to the Hirer within the online booking system by the administrator/manager.

3.1. Minimum hire period - During the hours between 0800 – 1700 – bookings can be for a minimum of 1 hour. For community groups it may be possible to allow setting up/setting down and leaving AAR time outside of the time booked, as long as this does not impact on times required by other hirers.

From 1700 onwards during the week and at weekends, all hire periods should include set up / set down time. Please ensure that your booking includes a realistic time to set up and set down.

4. Deposits

For One-Off bookings, new Hirers or bookings that happen just 2 or 3 times a year, AAR requires payment of a deposit to confirm your booking. This will be a minimum of 25% of the overall hire charge. Payment of this deposit will be required to confirm the booking. Settlement of the full cost will be required at least 7 days before the event.

We reserve the right to request an additional security deposit of £100.00 to cover additional costs incurred should any damage / untidiness arise from your event. This must be paid at least 7 days before the event and will be held by us. We will undertake to return this security deposit, or any portion due, no later than 30 days after your event date.

For regular weekly/monthly Hirers, no deposit is required but we will request that you confirm the dates you are booking ideally 3 months in advance.

5. Non-chargeable extras

The following resources are available. There will be no additional costs for these items as they will be included as part of your hire, but they **must be booked in advance**: Flipchart, tables and chairs, Projector, Television, simple sound and light options within the main hall & up to 10 minutes technical assistance, sound system via Bluetooth in both upper and lower studio, use of community kitchen facilities, water (hot and cold) to make own beverages, access to small supply of crockery and cutlery, access to free wi-fi. If you need more complex technical support, please note this within your booking request on Hallmaster, as we may be able to support – for which there could be a charge.

6. Catering

It is the Hirer's responsibility to arrange any catering required. Where the Hirer organises their own catering, prior permission should be sought from AAR management.

The Hirer must ensure their provider follows hygiene regulations. AAR cannot be held liable for any illness resulting due to food poisoning etc. Completion of Food Safety Form will be required to be handed in after the event –(see Appendix - copies at venue)

Our kitchen areas are well equipped to support Hirers with correct food storage and for basic food preparation and serving for most events. If you/your caterer need to use the oven and cooking facilities within the commercial kitchen , there may be a hire cost for the kitchen, please discuss this before confirming your booking.

The kitchen must be cleaned thoroughly after use and all kitchen equipment returned to correct location - if AAR management deems that the kitchen has not been cleaned satisfactorily, we reserve the right to invoice the Hirer for any additional cleaning required via a deduction in the amount of security deposit to be returned.

7. Amendments / Cancellations

7.1 Cancellations by AAR:

AAR reserves the right to cancel the booking if:

- In the opinion of AAR management, the booking prejudices the reputation of AAR, Dementia-friendly Alton or Alton Town Council.
- The Hirer is more than 30-days in arrears of previous payments to AAR.
- AAR becomes aware of any alteration in the Hirer's financial situation or change of use for the hire.

In any of the above circumstances, AAR management will enter into dialogue with the Hirer. It may result in the Hirer's booking being cancelled. AAR will not be responsible for any losses or expenses incurred by the hirer caused by the cancellation.

7.2 Cancellations by the hirer:

If the Hirer cancels a confirmed booking, AAR reserves the right to charge:

- 50% cancellation fee if booking cancelled between 7-28 days notice
- 75% cancellation fee if cancelled with less than 7 days notice.
- 100% cancellation fee if cancelled with less than 48 hours notice.

8. Health & Safety Requirements

The Hirer should not endanger the life or safety of users and AAR staff, in particular:

- AAR is subject to statutory regulations including, without limitation, Liquor Licensing, Fire Regulations, Health, Safety and Environment. Hirers, their employees, their guests and associated third parties should therefore observe these requirements as requested by AAR staff.
- Obstructions should not be placed in any of the AAR fire exit routes, gangways/aisles, corridors, stairways or exits.
- Emergency lights should not be covered, blocked, disconnected, or used to hang décor.
- Firefighting equipment should never be discharged, moved, blocked, covered, disconnected, or used to hang décor from.
- The Hirer is responsible for keeping a record of the number of attendees at their Event which is to be made available to AAR upon request and ensuring that the maximum capacities for each room are not exceeded.
- For evening bookings after 8pm, the hirer or their nominated representative must remain in the venue during the event and stay on site until 'clearing up' has been completed and the caretaker is ready to lock up.

8.1 Fire Alarm and Evacuation.

All Events are subject to compliance with current Health & Safety and Fire Safety Regulations and to the requirements of any other relevant authorities.

The fire alarm system at AAR is tested weekly on Tuesday at 5pm.

If the alarm sounds at any other time AAR needs to be evacuated. Our assembly point is in front of the Cairn. Please follow the instructions of AAR management / staff.

Please ensure your guests start evacuating quickly and safely via the nearest fire exit; without running.

The onsite Hirer responsible person taking their register and to make their way to the assembly point, to await further instruction.

8.2 Risk Assessments:

We request that Hirers carry out, in advance of their Event, a risk assessment for their Event. We reserve the right to ask for a copy. A template is available on AAR website.

8.3 First Aid:

It would be appreciated that where the Hirer has more than 100 people in attendance that they also arrange adequate First Aid personnel for their Event.

If the Hirer has a 3rd party first aider at their Event it is requested that they inform AAR management of the following details at the start of the Event:

- Name of the trained/qualified first aider on duty during the Event.
- Mobile telephone number of the trained/qualified first aider.
- The whereabouts of the trained/qualified first aider.

8.4 Portable Appliance Testing (PAT):

If the Hirer needs to use their own electrical appliances, they should ensure that they have been tested in accordance with current electrical safety legislation; damage or injury caused by faulty appliances or equipment will be the sole responsibility of the Hirer.

9. Disability Provision

AAR has accessible toilets in the foyer.

The car park has level access to the AAR building.

There is an accessible stair lift between the ground and first floor in the main entrance.

Accessible fire exits are marked on the fire evacuation plan, clearly visible in each room.

10. Car Parking

There are a limited number of spaces alongside and at the rear of the building.

AAR is unable to be responsible for any cars parked in our car park. Cars are parked entirely at the owner's risk.

There is a drop off / emergency vehicle bay at the front of the building.

There are Blue Badge parking bays in three public car parks near to AAR. These are available on a first-come first served basis.

If you would like parking spaces reserved or allocated for your Event, please speak to AAR management who will try to accommodate your request.

We request that you and your guests park in the designated parking bays, to ensure emergency and fire access is always maintained. In extreme cases AAR may have to ask you or your guests to remove your vehicle from the AAR car spaces.

We request that you and your guests only park in the AAR car park while attending or running an Event/activity unless prior agreement with AAR management is sought.

11. Good Order and Nuisance

11.1 Code of conduct:

Our desire is that AAR is available and accessible to everyone, and to be as safe and secure an environment as we can make it. For this reason, AAR operates under an equal opportunities code of conduct and code of behaviour as set out below:

- All people and property are treated with dignity and respect.
- We request that the Hirer and their guests refrain from using offensive language, or loud or unruly behaviour.
- We request that the Hirer and their guests refrain from harassing or abusing AAR staff or other users of the building. Any offenders may be reported to the police.

AAR management/staff reserves the right to terminate the Hirers Event and/or eject from AAR any guests of the Hirer whose behaviour or activities are deemed to be unacceptable.

11.2 Care of AAR Property:

We request that you and your guests refrain from:

- Using Blu or white tac or similar temporary/permanent adhesive products, without prior agreement re location of such items due to damage to wall surfaces.
- Using nails, screws, bolts, spikes, brackets, fixings, or fixtures to affix things to the fabric of AAR.
- Affixing posters/signage to AAR fixed signage.
- Affixing posters/signage to AAR notice boards without prior discussion with AAR management.

We request that the Hirer removes any and all items that you bring into AAR, including decorations, equipment and furniture on the day of hire. If this is not possible, please discuss it with AAR management before the Event.

End of hire. The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition. Any items left at AAR without prior approval from AAR management may become the property of AAR. We request that the Hirer arranges to remove empty glass bottles at the end of the Event.

11.3 Damage and Loss of Property.

The Hirer is responsible for all allocated rooms during the hire period, in relation to any damage to the rooms or their contents, because of the acts, omissions or defaults on the part of the Hirer, their guests, employees, subcontractors or representatives.

Any such damage or loss may incur charges to cover the cost of the damage, loss or replacement.

AAR is unable to accept any liability for the loss, theft or damage to any equipment or personal belongings brought onto the property by the Hirer, their guests, employees, contractors or associated third parties.

Unclaimed lost property will be held for 4 weeks, after which it will be distributed to charity.

12. Technical

12.1. Connection to AV/PA Equipment - AAR provides the capability to connect projectors and electronic equipment via HDMI and VGA for visuals, and XLR or mini jack for audio (HDMI does not require a separate lead for audio).

12.2 Use of Copyrighted Music & Lyrics during Events - The Hirer is covered by a PRS & PPL licence held for the premises. This enables Hirers to play recorded material from CDs, files, or streaming services at public Events.

12.3 Use of films and videos during Events - Should the Hirer wish to show films at AAR, as an adhoc element of their session, a relevant MPLC (Motion Picture Licensing Corporation) is held by AAR. Please discuss this with us.

12.4 Copyright Issues & Infringements - AAR is unable to accept liability for any copyright issues or infringements that arise out of a Hirer's misuse of copyrighted material.

12.5 Provision of Free Wi-Fi - AAR offers free wireless internet service and always uses reasonable endeavours to make this service available; however, AAR will not be liable if for any reason the service is not available at any time or for any period.

12.6 Photography - Whilst it is understood as part of the Hirer’s event photographs and videos may be taken to record the event, if any image is taken that clearly shows the AAR logo, an employee of AAR, or any other user of AAR, please seek prior approval of AAR management before it is made public or is used in any promotional or journalistic publications, including all forms of social media.

12.7 Publicity

If the Hirer wishes to use AAR name and/or logo on its publicity, it is permitted if the Hirer seeks AAR management approval in advance. We would require seeing the publicity for approval before it is sent to print or posted on social media.

13. Statutory Legislation

13.1 Alcohol Licence:

AAR is a licensed venue under Licencing Act 2003 which covers: licensed hours between 11.00 am – 11.00 pm Monday to Saturday. Depending on nature of event, AAR reserves the right to require hirer to obtain their own TEN in order to serve alcohol.

If the Hirer wishes to store and/or serve/sell alcohol, please discuss this with AAR management before the Event.

If the Hirer wishes to supply or sell alcohol then the Hirer will be required to sign our 'Authorisation for the Sale or Supply of Alcohol under the Licencing Act 2003,' before the Event, to ensure that the serving and selling of alcohol complies with current licencing legislation, or use an outside bar service with appropriate licence. This will need to be discussed and recorded as part of the booking prior to confirmation. We recommend that last orders is called at 10.30 pm.

13.2 Late-Night Licence. - If the Hirer wishes to serve alcohol after 11.00 pm this will require permission from AAR and the Hirer needs to apply for a Temporary Events Notice (TEN) from East Hampshire District Council (EHDC).

13.3 Private Party / Bring your own Alcohol. If the hirer wishes to supply their own alcohol that is served free of charge to those attending, there is no requirement for an Alcohol Licence. **The hirer must however put in place clear steps to ensure the alcohol is not consumed by young people under the age of 18, or by individuals who are already under the influence of excessive amounts of alcohol. The process for this must be outlined to AAR prior to the event.**

14. Liability Insurance

AAR has public liability insurance covering injuries arising from a defect in the premises or its assets, which excludes liability to you, your guests, employees, and third-party subcontractors as follows:

Any equipment brought to AAR by the Hirer, your guests, employees, or third-party subcontractors are brought by that person at their own risk, and you will indemnify us against all liability arising in connection with the use of the equipment.

We strongly recommend that organisations hiring the venue have Public Liability Insurance at a minimum of £10 million, which includes damage to the Venue.

The Hirer is responsible for suitable insurance cover re:

- Personal accidents.
- Third-party claim.
- Loss or damage – either to an individual's property or to AAR or any of its assets.

Failure to have a public liability insurance policy could result in a claim being made against the Hirer directly.

There is no AAR liability for Hirer negligence that results in injury.

AAR shall not be responsible for any damage or loss of personal belongings of the Hirer, their guests, or subcontractors; including any damage or loss to any items stored at AAR.

If the Hirer uses an external caterer or provides catering for their Event, they do so entirely at their own risk.

The Hirer and any third-party subcontractors employed by the Hirer or your guests for the purpose of organising and providing additional external Events e.g. 'bouncy castle' will be required to comply with all applicable statutory requirements including relevant Health & Safety regulations and to provide liability insurance commensurate with the risks involved, risk assessments, licenses and demonstrate additional competency skills required to manage the Event, in compliance with relevant Health & Safety Law. Copies of these should be provided to AAR management.

No liability is accepted for any errors or omissions in our publicity or on our website.

15. Smoking/Vaping Policy

Smoking and vaping are not allowed inside any areas of AAR. There is a designated area outside the front entrance. Please ensure that all litter from smoking and vaping is disposed of correctly following your event.

16. Storage

If you would like to store items at AAR prior to your event, please speak to or email AAR management. AAR will provide written confirmation of any decision made including how long and what items can be stored within the booking notes on Hallmaster.

AAR is unable to take responsibility for storing Hirer items as they are left at the Hirer's risk.

17. Safeguarding

For the purpose of Safeguarding, definitions are as follows:

- Children and Youths are young people up to the age of 17
- Adults at Risk are those who are aged 18 years and over, who have care or support needs and are unable to protect themselves from either risk of, or experience of, abuse or neglect.

The Hirer should recognise that AAR may be open to other users during the time of their Event, and they will be required to plan for associated safeguarding issues for the duration of their Event.

Hirers are expected to have their own Safeguarding policy relating to children and/or adults with care and support needs attending their Event.

Hirers organising Events that directly or indirectly involve the attendance of children, will be asked to complete additional risk assessments relating to their safeguarding policy and procedures.

By agreeing to our Hire Agreement Terms & Conditions, you are confirming, if applicable, that you are compliant with current Safeguarding regulations.

18. Right to Cease

In extreme extenuating circumstances, AAR retains the right to end an Event:

- If it transpires that the Event has been mis-described.
- Where the Purpose of the Event was not made clear at the time of booking but becomes clear during the Event and it is in direct conflict with the principles and values of AAR.
- Where the Event has overrun its agreed booking time and presents a conflict with a further booking or will require additional costs to keep the building open or the venue serviced.
- Where the continuation of the Event will jeopardise the safety and security of AAR staff, delegates, property, or the reputation of AAR.

19. Termination

In the Event that the Hirer becomes bankrupt, ceases to trade, has a receiver appointed or makes any voluntary arrangement with their creditors, AAR shall be entitled to immediately terminate these Hire Agreement Terms & Conditions by giving notice in writing to the Hirer or their representative.

20. General

AAR reserves the right of entry to any Event.

AAR reserves the right to make reasonable changes to our Hire Agreement Terms & Conditions including the right to amend hire charges.

Hirers will be liable to pay the rate applicable on the quotation document and are responsible for ensuring they have an up-to-date copy of our Hire Agreement Terms & Conditions. All changes will be notified in writing by AAR.

No failure or delay by AAR in exercising any of our rights under this contract shall be deemed to be a waiver of that right.

In the Event of circumstances beyond our control resulting in AAR being unable to provide our services, we shall have no liability in respect of any losses or damages arising directly or indirectly from such circumstances.

Should the Hirer contract with AAR through an agent, the agent acts in that capacity for the Hirer and not AAR. The Hirer, therefore, accepts full responsibility for payment of the account.

Venue hire is restricted to the Purpose and organisation at the time of booking and no charges of any sort may be made by the Hirer for admission to AAR without discussing it with AAR management before the Event.

The Hirer is responsible for ensuring that any band, musician, or entertainer employed by them complies with all statutory requirements of AAR.

Animals. The Hirer shall ensure that plans to bring any animals (including birds) into the premises are discussed and agreed with AAR prior to the event. For community events that are open to the public - dogs are allowed in the venue as long as they remain on a lead and do not cause a nuisance or raise concern for other centre users. No animals whatsoever are to enter the kitchen at any time.

21. Data Protection.

AAR is fully committed to the principles of data protection, as set out in the Data Protection Act 2018, relying on legitimate interests as the lawful basis for the use of personal data.

AAR will process and maintain personal data about you so that we can manage your booking, provide you with appropriate products and services and share information with you about AAR activities.

AAR will only use your information for the purposes as described and will not pass on your details to other third parties unless you have given us consent to do so.

AAR uses appropriate organisational and technical measures to ensure that your data are secure and protected from loss, misuse and unauthorised access or alteration.

You have the right to ask for a copy of the information we hold about you and to have any inaccuracies in your information corrected. If you have any questions about data protection or require further information, please email dementia_friends@btinternet.com

22. Legislation.

The law of England and Wales shall govern these Hire Agreement Terms & Conditions.