

27. MANAGEMENT INSTRUCTIONS

The Hirer will comply at all times with all lawful instructions of:

- (a) The Management acting through the Administrator, authorised representatives or such other employees or agents duly authorised by the Management to control the running of St. John's House.
- (b) Police Officers
- (c) Fire Officers
- (d) The Health and Safety and Environmental Health Offices of Winchester City Council

28. SPECIAL HIRINGS

(a) COMMERCIAL/INDUSTRIAL EXHIBITIONS/TRADE SHOWS

In the case of commercial exhibitions and functions of a similar nature, the Management may negotiate special hire charges appropriate to the circumstances and reserve to itself the right of imposing special conditions, where the nature of the hiring in their opinion so demands.

(b) DANCES AND ALL SPECIAL HIRINGS

The Management reserves to itself the right to impose additional conditions where the nature of the hiring in their opinion so demands.

Proposals for the time and general arrangements for vehicle delivering and taking away equipment, exhibits and exhibition materials shall be supplied by the Hirer prior to the booking being confirmed. The decision of the Management in the assessment and requirement of additional conditions shall be final.

29. MOVEMENT OF BOOKINGS

The Management reserves the right to allocate a different area to the one booked according to prevailing circumstances.

30. RULES AND REGULATIONS AND CONDITIONS OF LICENCE

The Management reserves the right to amend these regulations and conditions at any time without prior notice.

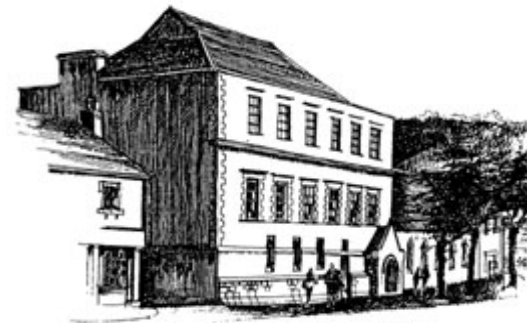
31. MAXIMUM ROOM CAPACITIES

Due to fire restrictions, the room capacities MUST be strictly adhered to at all times (see Brochure for details).

32. LIMITATIONS OF HIRING

In all the work and projects of Winchester YMCA, including where acting in partnership with other organisations, Winchester YMCA will aim to 'Empower young people to fulfil their God-given potential. We therefore reserve the right to refuse the hire of rooms/facilities to any individual or organisation whose activities, we consider, in our absolute discretion, conflict with the Christian aims & ethos of Winchester YMCA. A full description of the aims and purposes of the Winchester YMCA can be found in our Memorandum and Articles which can be made available upon request'.

Updated 18.09.09



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CONDITIONS & REGULATIONS OF HIRING ACCOMMODATION

Please read these booking conditions before signing your booking confirmation as they relate to your contract with St. John's House Management. By signing and returning your booking confirmation you are agreeing to abide by these booking conditions. St. John's House Management reserves the right to amend these booking conditions at any time without prior notice.

APPLICATIONS FOR HIRING

ALL APPLICATIONS FOR THE HIRE OF ACCOMMODATION MUST BE MADE IN WRITING ON THE ST. JOHN'S HOUSE OFFICIAL APPLICATION BOOKING FORM. The St. John's House Management (hereafter known simply as the Management) reserve the right to refuse any application without stating the reason for so doing. The Management reserves the right to impose additional conditions where the nature of an application in its opinion so demands this. The decision of the Management in all matters relating to the hiring of St. John's House shall be final.

If the Management accepts the application, the person or persons signing the Application Booking Form shall be deemed to be the Hirer as well as the person or organisation on whose behalf the application may be made and, as such, will be jointly and severally responsible to the Management for the payment of the Hiring Fees, and for the strict observance of the Conditions and Regulations applicable to the hire of the premises in whole or part. The precise purpose for which the accommodation is required must be clearly stated upon the Application Booking Form.

1. SAFEGUARDING

Any use of the building which involves children or vulnerable adults must comply with current legislation in respect of safeguarding those people. This includes all legal requirements for enhanced criminal records bureau checks and those of the Independent Safeguarding Authority. **It is solely the responsibility of the hirer to ensure compliance in all these matters.**

2. SCALE OF CHARGES

The charges for hiring the accommodation shall be in accordance with the current official scale (a printed copy of which can be obtained from St. John's House) or any amendment thereof which shall be made by the Management not less than two months before the date of the proposed function.

In the latter circumstances the revised charges shall be communicated in writing to the hirer, who may within seven days of such notification withdraw his application.

The charges made include the provision of hired space, furniture, with reasonable access, heating and lighting. In addition, the hire of the kitchen includes the use of kitchen equipment. Charges do not include specialist provision of services such as exhibition lighting or electricity supply to specialist equipment, TV/DVD players or data projector. Additional equipment such as public address system and stage lighting may be hired at an extra cost. Further details are available from St. John's House Management.

22. PERMISSION AND LICENCES

The Hirer agrees not to use the accommodation for any of the authorised purposes unless the Hirer has obtained and there are in force all permissions and licences which may be required by law for such use and to comply with any conditions which may be attached to any such permission or licence and in particular the hirer shall not infringe:

- (i) The public performance of copyright work (including the playing of live music and records).
- (ii) Theatre, Cinema, Public, Entertainment licences or conditions attached to those licences

23. USE OF SOUND RECORDING

It is the responsibility of the persons or organisation requesting the hire of facilities at St. John's House to ensure that they have the consent of Phonographic Performance Limited for the public use of sound recordings.

24. PROPER USE OF ACCOMMODATION

The Hirer agrees to use the accommodation during the times when the Hirer is authorised to use the same so as to preserve the reputation of St. John's House and so that nothing shall be done permitted or omitted contrary to any provision made by or under any statute for the time being in force.

Without prejudice to the foregoing the Hirer shall ensure:

- (i) That there is good order at all times by persons attending the function.
- (ii) That no unlawful betting, gaming or lotteries take place.
- (iii) That there is proper care and supervision of young children
- (iv) That all necessary precautions have been taken to protect the public from fire any act or thing that may be or become dangerous risk to the health or well-being of any person or persons.
- (v) That all necessary precautions are taken with regard to seating, amplification, heating and lighting.

25. MAINTENANCE OF GOOD ORDER

The Hirer shall ensure that no undesirable person is permitted to enter, remain or otherwise make use of the accommodation. The Management reserve the right to require the Hirer to remove or cause to be removed any person from the accommodation without giving any reason for so doing. The Management reserves the right to close the function in the case of unreasonable behaviour or wilful damage. **The hirer shall, at all times, be responsible for the maintenance of good order on the premises and shall not allow any nuisance or annoyance to the public.**

26. ELECTRICAL EQUIPMENT

All such equipment (including PA equipment) has been electrically tested, The Hirer shall not bring in other electrical equipment of any kind unless it can be shown that it has been tested by an approved electrician in accordance with best practice.

19. **DAMAGE TO PREMISES**

The Management may at the time of accepting the booking request that the hirer provide a cheque of up to £200 to be held by the Management against any damage to the fabric or contents of St. John's House or against any undue mess requiring any additional cleaning left on the premises whereby the Management expend time, money and effort to rectify the situation.

This cheque will be retained on file and returned within 7 working days of the event, providing the building is left in reasonable order.

The Management reserve the right to ask the hirer to remove all rubbish left as a result of the hiring of rooms in St. John's House, where appropriate.

The Hirer must indemnify the Management against all losses, damage, damages claims and expenses incurred as a result of the Booking or use of the building. This includes the full repair, replacement or cleaning costs (as the Management consider necessary) for any damage or soiling to the building or any equipment provided by the Management.

In particular, Hirers shall not:

- (a) Alter, nor make additions to existing lighting, heating, seating, gangways, fittings, fixtures or other arrangements of the accommodation, nor provide stage fittings, curtains, decorations, streamers, confetti, flags or emblems, without the consent of the Management.
- (b) Drive bolts, nails or tacks into any part of the accommodation.
- (c) Apply any adhesive material of any kind (including Blu-Tak type products) to walls, doors or window frames of the accommodation.

20. **INSURANCE**

- (a) FIRE INSURANCE - the St. John's House Management has a policy of insurance against all normal fire risks in St. John's House and for any action taken by a Hirer. The accommodation has not been insured against malicious or accidental damage for which the Hirer shall be deemed to be fully responsible.
- (b) THIRD PARTY LIABILITY - the Management has a policy of insurance against all liability for Third Party risks on the part of the St. John's House Management.

The Hirer must accept all liability in respect of any damage or loss which may be suffered by any person during the hiring of the accommodation for any purposes. All hirers are advised to insure against Third Party liability.

SPECIAL NOTE: For some hiring's the Management may require further insurance by the Hirer and the Hirer may be required to produce the Policy of Insurance for inspection.

21. **FIRE**

The fire exits should at all times be kept clear & should not be blocked or impeded. (see separate fire instruction leaflet)

3. **PAYMENTS, DEPOSITS AND RECEIPTS**

A deposit in respect of the hire of the accommodation MUST accompany the application form submitted to the Management.

The scale of deposit is:

Hire Charge Deposit Required

Up to £50	full payment
£50 to £100	£50
£101 to £200	£100
Over £200	25% of total booking fee

Should the application not be granted for any reason, the deposit will be returned to the Hirer. If the application is granted, the balance of the sum due, plus any equipment hire under the Contract of Hire must be paid IN FULL to the St. John's House Management at least TWENTY-ONE DAYS BEFORE the start of the proposed function, or in the case of a booking where the event falls within the same week of booking, payment must be made IN FULL ON THE DAY OF BOOKING.

Cheques or money orders must be made payable to "WINCHESTER YMCA" and crossed. The St. John's House official receipt only will be recognised as proof of payment.

4. **CANCELLATION OF BOOKINGS**

Cancellation by the Hirer will render the Hirer liable to payment in full, subject to the provisions of Condition 5 below. If a cheque is not accepted or cleared by the Management's bank, this shall be deemed to be a "cancellation" by the hirer.

The Management reserves the right to cancel any booking at any time without compensation except refund of deposit.

5. **CHARGES IN RESPECT OF CANCELLED, SURRENDERED OR POSTPONED HIRING**

If the hiring is cancelled, surrendered or postponed the following provisions shall apply:

- (a) Total deposit will be lost, if the accommodation is cancelled within less than 2 months of the function date.
- (b) Total deposit will be either refundable or set against a later booking if the accommodation is cancelled more than 2 months from the function date.
- (c) The decision of the Management under sub-clauses (a), (b) of this clause shall be final and binding of the Hirer.
- (d) If the hire is cancelled by virtue of Management requirements or for any other reason whatsoever, the Management shall refund any charges paid in respect of the hiring, and no further compensation whatsoever shall be payable to the Hirer for loss or damage whatsoever suffered or to be suffered by him as a result of the cancellation.

6. PROVISION OF ATTENDANTS

It will remain the hirer's responsibility to provide sufficient attendants to ensure public order and safety. This must include a security steward by any open entrance to the building. It may be that the St. John's House Management may insist upon a duty manager being present on the premises during the period of the 'let at an extra cost.

The hirer must arrange for all attendants to be present 15 minutes before the commencement of the event to allow the Management to conduct an adequate briefing on safety and emergency arrangements.

Please note that St. John's House Management are not able to provide First Aid cover for public lets. It is the hirer's responsibility to ensure that a First Aider is present, where appropriate. Basic First Aid Boxes are available in the kitchens of St. John's House.

7. PURPOSE OF HIRE AND SUB-LETTING/PROHIBITION OF FUNCTION

The accommodation shall not be used for any other purpose than that stated in the application. If it becomes apparent to the Management that there is a discrepancy between the purpose stated in the application and what is actually going to take place, the Management may cancel the booking and retain the whole of the booking fee. The Management reserves the right to discontinue any function for which approval has not been given and to retain all of the booking fee.

8. NO SMOKING IS ALLOWED ANYWHERE ON THE PREMISES

9. BROADCASTING AND TELEVISION RIGHTS

No broadcast or television performance, either live or recorded, shall be made from St. John's House without prior consent IN WRITING from the Management.

10. THE RIGHT OF ENTRY

The Management reserves the right of its employees or agents to have at all times free and unimpeded entry to any part of the accommodation. The police, acting in the course of their lawful duty, will have the right of entry to any function.

11. VACATION OF ACCOMMODATION

An additional charge will be levied for each hour or part hour that the accommodation is occupied outside of the period stated on the booking form. 'Set up' and 'breakdown' of hirers equipment should be taken into consideration and included on the booking form.

12. FLYPOSTING

The practice of displaying posters on vacant shop premises, street furniture, builders hoardings, pedestrian underpasses etc., without the consent of the local planning authority is illegal and makes the offender liable on summary conviction to substantial penalties.

Hirers are warned that the Management may take legal proceedings in such cases and should there be an unauthorised use of posters the Management will have the right to cancel the hiring to which the posters refer, and to retain the whole of the hire fee.

Any hirers who are found to have carried out unlawful fly posting could prejudice their chances of having St. John's House on any future occasions.

13. INTERNAL PUBLICITY

The positioning of direction signs and placards within St. John's House is only allowed with the written approval of the Management.

14. ST. JOHN'S HOUSE CATERING FACILITIES

Kitchen facilities can be hired but all catering in St. John's House must be approved by the Management. The Hirer shall not be permitted to supply his own food or drink without prior agreement. Beverages may be provided by St. John's House Management upon request at extra cost by prior agreement.

All equipment (including tables, chairs etc.) is available only by specific agreement with the Management.

15. CLOAKROOM FACILITIES

Regrettably there is no longer a cloakroom facility but coat racks are available upon written request.

16. LOST PROPERTY

The Management accepts no responsibility for any items left on the premises by the hirer or anyone given access by the hirer. All items brought onto the premises should be insured by the hirer.

17. CONSUMPTION OF ALCOHOL IN ST. JOHN'S HOUSE

THE HIRER IS NOT PERMITTED TO BRING ANY FORM OF ALCOHOLIC DRINK INTO ST. JOHN'S HOUSE UNLESS SPECIFICALLY AUTHORISED BY THE MANAGEMENT. Before any booking can be confirmed, the Hirer must inform the Management of the reason for bringing alcohol on to the premises. The hirer will be responsible for obtaining a Liquor Licence, where appropriate, from the local Magistrates Court.

18. CAR PARKING

(a) There are no car parking facilities attached to St. John's House but it should be possible to stop to unload equipment etc. by the side entrance (subject to usual parking restriction) immediately prior to the event, after consultation with the St. John's House Management. There are, however, nearby car parking facilities available (see St. John's House brochure for details).

(b) The St. John's House Management take no responsibility and can accept no liability for and in respect of vehicles, their contents and other things left therein whilst loading or unloading is taking place.