

# Contin Community Trust – Hall Booking Terms & Conditions



## Contin Community Hall Terms and Conditions General Rules Governing the Use of Contin Community Hall

### **Use of Centre**

Use of the Community Hall and its facilities is subject to the following rules and in the case of hirers, to the conditions incorporated in the hiring agreement.

### **Equal opportunities**

Users of the Community Hall must comply with the Equality Act 2010. They must ensure that the Community Hall is open to all members of the community regardless of sex, sexual orientation, nationality, age, disability, race, or of political, religious or other opinions.

### **Applying to use the Centre**

Application for use of the hall shall be made to [newcontintrust@gmail.com](mailto:newcontintrust@gmail.com) or through our website [continhall.org](http://continhall.org). The right to refuse any application for the use of hall facilities is reserved to the Trustees.

The Trustees reserves the right to request additional information as is deems necessary and to make enquiries of external bodies as to the standing of any organisation before agreeing to let.

All arrangements for the use of hall facilities are subject to the Committee reserving the right to cancel bookings when the premises are required for use as a Polling Station or are otherwise rendered unfit for the intended use.

### **Hours of opening**

Facilities at the Hall are normally available for the use between the hours of 8 am and 12 midnight. In exceptional cases, these hours may be extended on application to the Trustees.

### **Maximum capacity**

The hall has a maximum capacity of 120 seated/dining /dancing (these figures include helpers and performers) and on no account shall these figures be exceeded.

### **Safety requirements**

All conditions attached to the granting of the hall's premises Licence or other licences shall be strictly observed. Nothing shall be done which will endanger the users of the building or invalidate the policies of insurance relating to it and to its contents. In particular:

Obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be immediately available for free public egress.

All groups are expected to co-operate in the fire drills which may be arranged at varying times in order to familiarise users with evacuation procedures.

The Fire Assembly point is situated in the outside area through the main hall's double doors by the kitchen on your right.

The emergency lighting supply must be turned on during the whole time the premises are occupied and must illuminate all exit signs and routes.

Firefighting apparatus shall be kept in its proper place and only used for its intended purpose.

The Fire Service shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Trustees.

Permission for performances involving danger to the public shall not be given.

Highly flammable substances shall not be brought into or used in any part of the premises. No internal decorations of a combustible nature (such as polystyrene, etc.) shall be erected.

No additional heating appliances shall be used on the premises.

The First Aid box shall be readily available to all users of the premises. It is located in the kitchen on the worktop and must be returned after use. Any accident or injury occurring on the premises must be recorded in the accident book (stored with the first aid box).

All electrical equipment brought into the building shall comply with the Electricity at Work Regulations 1989 and any subsequent legislation.

### **Supervision**

The hirer or person in charge of an activity shall not be under 18 years of age and shall be on the premises for the entire period of hire or duration of the activity. S/he shall not be engaged in any duties which prevent them from exercising general supervision.

When the premises or any part of them are used for the purpose of public entertainment, there shall be a minimum of two persons, neither of whom shall be less than 18 years of age, on duty where under 100 persons are attending the entertainment. The number of adult attendants required is increased to three minimum when maximum capacity numbers are met.

When the majority of those present at the entertainment are less than 16 years of age and/or when many people

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with disabilities are expected to attend, the numbers of adult supervisors required will be increased.

All persons in charge or on duty shall have been informed of the procedure for evacuation of the premises and shall familiarise themselves with the firefighting equipment provided and the location of the Fire Assembly Point communicating this to all participants.

### **Safety of vulnerable people**

Regulated activities involving either children or vulnerable adults will not be permitted on the premises except with the written agreement of the Trustees, which will require that the relevant provisions of the Children Act 1989 and subsequent legislation, the Protection of Freedoms Act 2012, the Home Office Code of Practice Safe from Harm and any conditions required by the Office for Standards in Education (OFSTED) or by the local Social Services Department (as appropriate) are complied with before giving such permission.

All organisers of activities (involving children and/or vulnerable adults) should comply with the recommendations of Community Matters technical guidance on 'Safeguarding Children and Young People', and 'Safeguarding: The Disclosure and Barring Service' and the Trustees reserves the right to exclude from the premises any organisation that fails to comply with this requirement. In the case of affiliated groups or outside hirers, it is the responsibility of the organisers of the activities concerned to ensure compliance with these requirements, so that only fit and proper persons have access to young children and/or vulnerable adults and that such persons shall at all times be in attendance upon children and/or vulnerable adults who are on the premises for the activities concerned.

### **Supply of food and drink**

Only persons, who have satisfactorily undertaken any relevant training required by the Council's Environmental Health Department, and otherwise satisfied the requirements of current legislation, shall be permitted to handle food on the premises.

### **Intoxicating liquor**

No intoxicating liquors are permitted to be bought or sold on any part of the premises without the express permission in writing of the Trustees, whose consent must also be obtained prior to seeking any relevant permission and/or to issue any Temporary Event Notice for the sale of alcoholic liquor.

### **Celebrations/Parties where alcohol will be consumed**

It is not our policy to accept bookings for events and/or celebrations where the purpose of the occasion is for anyone under the age of 25 years.

### **Licences**

#### **Music in the Centre**

The premises are licensed with PRS for Music and with Phonographic Performance Ltd (PPL) for the playing of recorded copyright music and for the live performance of copyright music.

NB No booking shall be accepted for late night celebrations/parties which are deemed to be for persons under the age of 25yrs.

#### **Television**

The Community Hall does not have a valid TV licence.

The Community Hall does not have a 'Public Video Screening Licence (PVSL)' and hirers cannot show motion pictures, cartoons etc. without first discussing with the Trustees.

#### **Betting, gaming and lotteries**

Nothing shall be done on or in relation to the premises in contravention of the law relating to betting, gaming and lotteries and the persons or Committees responsible for functions held in the hall premises shall ensure that the requirements of the relevant legislation are strictly observed.

#### **Temporary Event Notices (TENs)**

The Trustee's must be given at least four weeks' notice of any event that is not licensed by the Trust's Premises Licence. The Trustee's will then determine whether or not the event should take place and, if approved, will either him/herself issue the application for the TEN to the Highland Council with a copy to the Police or require the hirer to do so.

#### **Storage**

The permission of the Trustees must be obtained before goods or equipment are left or stored at the Community Hall.

#### **Loss of property**

The Trust cannot accept responsibility for damage to, or the loss or theft of, hall users' property, possessions, and effects.

#### **Car parking**

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Cars shall not be parked so as to cause an obstruction at the entrance to, or exits from, the hall. Parking accommodation is provided and available at the front of the premises. Users of the hall should avoid undue noise on arrival and departure.

The Trust cannot accept responsibility for damage to, or the loss or theft of, car park users' property and effects, theft of vehicles and possessions.

### **Nuisance**

Litter shall not be left in or about the hall premises.

Except in the case of trained guide dogs for the blind, dogs shall only be permitted on the Centre premises in connection with organised activities such as dog training or dog shows.

Hirers and organisers of events in the Community hall are responsible for ensuring that the noise level of their functions is not such as to interfere with other activities within the building nor to cause inconvenience for the occupiers of nearby houses and property.

### **Cleaning and security**

All use of hall premises and facilities is subject to the users accepting responsibility for returning furniture and equipment to their original position and for securing doors and windows of the premises upon leaving. All users shall also leave the premises and surroundings in a clean and tidy condition, as may be directed.

### **Hiring**

In consideration of the hire fee paid prior to the event, the Trust agrees to permit the hirer to use the premises for the purpose described and for the period requested. This Hiring Agreement includes the annexed Standard Conditions of Hire and the Special Conditions of Hire (if any) set out in the attached Schedule.

In addition to the hourly rate fee the hirer shall pay the stated deposit which will be refunded within 28 days of the termination of the period of hire or event provided that no damage or loss has been caused to the premises and /or contents nor have any complaints been made to the Community hall about noise or any other disturbance during the period of the hiring and as a result of the hiring, and that the building is left in a clean and tidy condition.

### **Premises**

Contin Community Hall has its own Premises Licence however permissions authorising the following regulated entertainment and licensable activities are necessary and in the event that a chosen activity should require such a licence advice should be sought from the Management Committee before proceeding with the hire:

The performance of plays	The showing of films, cartoons etc
Indoor sporting events	Boxing or wrestling entertainment
Performance of live music	Performance of dance
Playing of recorded music	Making music
Dancing	Entertainment similar to making of music or dancing
Provision of hot food / drink after 11 pm	Sale of alcohol to all adult users of the building.
Showing and recording of television programmes	

If alcohol will be available at your event in order for a bar to be provided a licence will be required. Obtainable through a private licence provider or The Highland Council.

It will be necessary to obtain a Temporary Events Notice (TENs) at least 28 days before the event. Please contact the Trust or The Highland Council for details of how to proceed.

The Hirer agrees not to exceed the maximum permitted number of people per room including the organisers/performers. (See Maximum capacity figures)

Where a licensable activity will take place, the hirer hereby acknowledges the conditions of the Premises Licence

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in accordance with which the hiring must be undertaken and agrees to comply with all obligations therein.

In order to hold a licensable activity on the premises or on part of the premises not covered by the hall's Premises Licence a Temporary Event Notice (TEN) will need to be given to the licensing authority. Lack of co-operation could affect future fundraising by the hall and other local voluntary organisations.

The Hirer agrees with the Committee to be present (by the Hirer's authorised representative, if appropriate) during the hiring and to comply fully with this hire agreement.

It is hereby agreed that the Standard Conditions of Hire, together with any additional conditions imposed under the Premises Licence or that the Committee deems necessary, shall form part of the terms of this Hiring Agreement unless specifically excluded by agreement in writing between the Committee and the Hirer.

None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.

Strictly NO SUB LETTING is allowed

### **STANDARD CONDITIONS OF HIRE**

These standard conditions apply to all hiring of the Committee's premises. If the Hirer is in any doubt as to the meaning of the following, the Booking Secretary or other relevant person should immediately be consulted.

#### **Age**

The Hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are met.

#### **Supervision**

The Hirer shall, during the period of the hiring, be responsible for –

Supervision of the premises, the fabric and the contents;

Care, safety from damage, however slight, or change of any sort;

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.

NB As directed by the Committee, 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.

The surety held will be used to meet/go towards the cost of repairs, and/or damage or additional cleaning required following an event

#### **Use of Community Hall**

The Hirer shall not use the premises for any purpose other than that described in the Hiring Agreement and shall not sub-let or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.

#### **Gaming, betting and lotteries**

The hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

#### **Licensable activities**

The Hirer shall ensure that the Committee holds a PRS for Music Licence which permits the use of copyright music in any form, e.g. record, compact disc, tapes, radio, television or by performers in person. If other licences are required in respect of any activity in the premises, the Hirer should ensure that they hold the relevant licence or that the Committee holds it.

#### **Public safety compliance**

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, the hall's Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided, or which is attended by children. The hirer shall also comply with the Committee's health and safety policy.

The Hirer acknowledges that they have received information in the following matters:

The action to be taken in event of fire. This includes calling the Fire Service and evacuating the hall;

- The location and use of fire equipment. (Include diagram of location when handing over keys);
- Escape routes and the need to keep them clear;
- Method of operation of escape door fastenings;
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.

In advance of the booking taking place the hirer shall check the following items:

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- That all fire exits are unlocked and panic bolts in good working order;
- That all escape routes are free of obstruction and can be safely used;
- That any fire doors are not wedged open;
- That exit signs are illuminated;
- That there is no obvious fire hazard on the premises.
- There are no obvious dangers present in the building and the area of hire is safe to use for the chosen activity

### **Means of escape**

All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.

The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

### **Outbreaks of fire**

The Fire Service shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Trustees.

### **Health and Hygiene**

The hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Safety (Temperature Control) Regulations 1995. The premises are provided with a refrigerator and thermometer.

### **Electrical appliance safety**

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order and used in a safe manner in accordance with the Electricity at Work Regulations 1989 and any subsequent legislation. Where a residual circuit breaker is provided the hirer must make use of it in the interests of public safety.

### **Insurance and indemnity**

The Committee holds public liability cover of £2.2 million.

The hirer shall be liable for:

- The cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage there or the contents of the premises.
- All claims, losses and damages costs arising out of the use of the premises (including the storage of equipment) by the hirer made against or incurred by the Committee, employees, volunteers, agents or invitees.
- All claims, losses and damages and costs arising as a result of any nuisance caused to a third party as a result of the uses of the premises by the hirer.
- Indemnifying the Committee, volunteers, agents or invitees against any of the above

If the hirer is a commercial business, e.g. (keep fit, martial arts, dog training, or another activity that charges an entrance fee or provides advice) the hirer must produce their insurance certificate showing that they have current public liability insurance cover of £5million, employers liability insurance cover of £10million, and if providing advice professional indemnity cover of £2million, upon their application to hire the premises. Failure to demonstrate this documentation will delay or render the booking void.

Regular Commercial hirers requiring above shall be asked to confirm the existence of insurance as stated on an annual basis.

The Committee shall take out adequate insurance to insure the liabilities described above and may, at its discretion and in the case of non-commercial hirers, insure the liabilities described above. The Committee shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify.

### **Accidents and dangerous occurrences**

The Hirer must report all accidents involving injury to the public to the Trustees as soon as possible and complete the relevant section in the Trusts accident book. Any failure of equipment belonging to the Trust or brought in by the Hirer must also be reported as soon as possible in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR)

As certain types of accidents or injury MUST be reported, assistance will be given when making out such a report should it be required

### **Explosives and flammable substances**

The Hirer shall ensure that:

Highly flammable substances are not brought into, or used, in any part of the premises and that;

No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Trust. No decorations are to be put up near light fittings or heaters.

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### **Heating**

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises.

### **Drunk and disorderly behaviour and supply of illegal drugs**

The Hirer shall ensure that in order to avoid disturbing neighbours and to avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk or to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises. No illegal drugs may be brought onto the premises.

### **Animals**

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by the Committee. No animals whatsoever are to enter the kitchen at any time.

### **Compliance with the Children Act 1989 and subsequent legislation, including work with vulnerable adults.**

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and subsequent legislation and that only fit and proper persons who have passed the appropriate Disclosure and Barring Service ( DBS ) checks have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Hirer shall provide the Committee with a copy of their DBS Check and Child Protection Policy on request.

### **Fly posting**

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises and shall indemnify and keep indemnified each member of the Trust accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

### **Sale of goods**

The Hirer shall, if selling goods on the premises, comply with Fair Trading laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed; as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

### **Film shows**

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film.

### **Cancellation**

The Trust reserves the right to cancel or refuse the hire if they deem it necessary to do so.

On the termination of a let any items previously stored within the hall must be immediately removed – failing which the management reserve the right to dispose of such items as deemed fit.

Users must give two weeks' notice of a temporary cancellation and likewise two weeks' notice of the termination of their let. Cancellations, or failure to take up a let, within the cancellation period will be subject to the full charge.

### **End of hire**

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition and any contents temporarily removed from their usual position should be properly replaced otherwise the Trust shall be at liberty to make an additional charge to be deducted from any deposit held. An additional invoice will be issued if the amount claimed is in excess of the deposit held.

At no time must the premises be left unattended and unlocked.

### **Noise**

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

### **Stored equipment**

The Trust 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 stored equipment) must be removed at the end of each hiring, or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

### **The Trust may use its discretion in any of the following circumstances:**

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Failure by the hirer either to pay any charges in respect of stored equipment due and payable or to remove the same within 7 days.

Failure by the hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in the Trust disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit and charge the hirer any costs incurred in storing and selling or otherwise disposing of the same.

### **No alterations**

No alterations or additions may be made to the premises, nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of the Trust. The hirer must remove all such articles at the end of the hiring unless otherwise agreed with the Trust. Any unauthorised articles left on the premises will be disposed of by the Trust as it thinks fit. The hirer will make good to the satisfaction of the Trust any damage caused by such installation and removal.

### **No rights**

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

### **Dangerous and unsuitable performances**

Performances involving danger to the public or of a sexually explicit nature shall not be given.

### **Opening and Closing the Community Centre**

All details of regular hirers responsible for keys shall be recorded on the Community Hall key Register.

The hall has a key safe, you will be given the code prior to your event.

Please ensure that any outside caterers, contractors, and bar staff are aware of the hire period and that they will not be able to enter before or leave after the hire period.

Please telephone one of the Trustees in case of difficulty.

## **TEMPORARY EVENT NOTICE APPLICATION**

Application for consent for a Temporary Event Notice to be given for an event at Contin Community Hall ('the Premises').

I hereby apply to (Chairman) Contin Community Hall for consent to give to the Licensing Authority a Temporary Event Notice to hold the following licensable activities at the hall on the following date(s), during the following hours and in the following location(s):

Date(s):

Time:

Description of event:

Licensable Activities:

Location: [Amend the following as appropriate].

Main Hall

I hereby undertake to comply with the provisions of the Licensing Act 2003 (and any regulations there under) as they relate to a Premises User holding a Temporary Event Notice (TEN) and to indemnify the Committee's Management Committee for any obligations there under. I undertake, in particular, to notify the Police Authority within the required time and not to allow the sale of alcohol to those aged under 18 or to those who are drunk or disorderly.

Signed by the person named on the Hiring Agreement (duly authorised on behalf of the organisation named on the hiring agreement, where applicable):

Name (in capitals): .....

Signature: .....

If required, please print off and return to the Chairman of Contin Community Hall at least 28 days before the proposed event.

### **Safety**

Smoking inside the Premises is not permitted.

In the event of a fire, the Premises should be evacuated in an orderly manner using the appropriate exits and the Fire Service called by dialling 999.

The exact location of the fire exits and fire extinguishers must be noted before the Centre is occupied and the manner of opening Fire Doors should be made known to your guests.

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Please use the trolleys provided for moving chairs to avoid injury. Please stack chairs on the trolleys provided and tables in the storeroom in an orderly manner. A first aid box is in the kitchen, on the worktop.

Please let the Trust know upon booking if you need the hall to be particularly warm or cold. **DO NOT** adjust the heating controls as this will result in the hall being too cold or hot for subsequent users.

### **Hall Telephone**

The hall has no telephone handset, so you are advised to bring a fully charged mobile telephone to use in case of emergency.

### **Car Parking**

The roads leading to the Centre are public roads and must not be obstructed. The Hall car park will accommodate a good number of cars if they are parked sensibly.

Access should be allowed, and entrance gates kept clear.

### **COVID**

No queuing is allowed.

All guests must wear masks unless exempt or under 5 years old.

Social distancing of 2 metres must be adhered to.

The NHS track and trace app must be used for every guest entering the building.

Minimum numbers must be adhered to and limited capacity in public areas as signposted.

All hirers must have read and understood the COVID risk assessment and be aware of the halls covid policies.

### **Consideration for Others**

Please ask your guests to leave quietly at the close of your event. Car doors banging and loud talk in the car park are disturbing to local residents.

Please do not use drawing pins or adhesive tape on the walls or other surfaces, please ask for us for materials to hang decorations. Do not fix decorations near light fittings or heaters.

We require you to ensure tabletops are disinfected and wiped clean before being stored in the cupboard.

Faults/ Damage/ Comments – Please report as soon as possible to [newcontntrust@gmail.com](mailto:newcontntrust@gmail.com) any faults or damage so that they can be rectified quickly.

The Contin Community Trust welcomes comments or observations that you may have about your hire of the Hall.

Hirer Name:

Signature:

Date:

Deposit Paid: