



**A Charitable Incorporated Organisation
Registered Charity Number: 1157787**

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OLD GRAMMAR SCHOOL MARKET HARBOROUGH

TERMS AND CONDITIONS OF USE AND FIRE, HEALTH AND SAFETY INFORMATION

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Thank you for choosing the Old Grammar School.

The following Terms and Conditions of Use; Health and Safety conditions; and Market Harborough and The Bowdens Charity's Child and Vulnerable Adult Safeguarding Policy must be complied with at all times.

PLEASE NOTE: NO disabled access is available to the Function Room or the downstairs cloakroom due to the Old Grammar School being a Listed Building.

1. Booking the Function Room

- 1.1 **Who can book the Old Grammar School?** Please refer to Market Harborough and The Bowdens Charity's ("the Charity") Lettings Policy, located on the Charity's Website at www.mhbcharity.co.uk.
- 1.2 **What parts of the Old Grammar School are included in your booking of the Function Room?** The Function Room comprises use of the room on the first floor, together with the kitchen and the cloakroom downstairs. There may be occasions where the Charity has let the Undercroft at the same time as your event is proceeding. In this event please note that those hiring the Undercroft will also share use of the downstairs cloakroom.
- 1.3 **Key Collection:** Please collect the keys in accordance with the terms of paragraph 7 of this Agreement.
- 1.4 **Hours of Use:** The Function Room is available for hire between 9 am and 11 pm.

2. Using the Function Room

If you have agreed to turn on the heating please note the room can take up to two hours to heat on a very cold day. The mains combined heating and light switch is located at high level on the left-hand wall beside the entry door at the top of the stairs.

No animals, birds, reptiles or fish are permitted in the Function Room, except for Guide Dogs or Assistance Dogs.

Smoking is not permitted on any part of the premises, including the Undercroft.

Do not leave or store items on the premises overnight.

Advertising banners and posters may be tied to the building supports but nothing should be pinned, stapled or nailed to the supports or any part of the building. No permanent advertisement can be affixed to the premises. Advertising signs or banners may only be displayed during the term of your booking.

Alcohol may be consumed upon the premises but not sold for consumption unless you apply and are granted a temporary License to sell alcohol from the Licensing Authority at Harborough District Council, a copy to be provided to the Charity at the time of booking.

Preventing damage to the floor: Please do not drag furniture across the floor or engage in any activity that will seriously scuff or scratch the floor.

3. Before You Leave

Please wipe the tables clean

Stack all furniture after use

Leave the kitchen in a clean and tidy condition

Wash, dry and replace in the appropriate cupboards all used crockery, cutlery pots and pans etc. You will need to provide your own tea towels

Any breakages should be notified to the Charity's Principal Office and a charge may be applied

Please clean the cloakroom area, including the lavatory and basin

Remove any rubbish when you leave

Please note that if the premises are not left in a clean and tidy condition, you will forfeit your booking deposit and the Charity may raise an additional invoice to cover the cost of any extra cleaning.

Please ensure all taps (including the hand washbasin in the WC) are firmly turned off. Also ensure that all electrical appliances are switched off.

Please make sure the main electricity switch (heat and light) is switched off when you leave also please make sure the water boiler switch is switched off.

Make sure the building is securely locked when you leave.

ALL KEYS MUST BE RETURNED IN ACCORDANCE WITH THE TERMS OF PARAGRAPH 7 OF THIS AGREEMENT.

4. Booking the Undercroft

- 4.1 **Who can book the Undercroft at the Old Grammar School?** Please refer to the Charity's Lettings Policy, located on the Charity's Website at www.mhbcharity.co.uk.
- 4.2 **Booking frequency:** The Undercroft will not be let to the same person, group or organisation more than once in any three-month period.
- 4.3 **Hours of Use:** The Undercroft is available for hire between 10am and 4pm.
- 4.4 **What parts of the Old Grammar School are included in your booking of the Undercroft?** The Undercroft comprises the bricked area underneath the first floor of the Old Grammar School, together with use of the downstairs cloakroom. There may be occasions where the Charity has let the Function Room at the same time as your event is proceeding, so please note that those hiring the Function Room will also share use of the downstairs Cloakroom with those attending your event. **Note that your booking does NOT include use of the Kitchen adjacent to the Function Room.**
- 4.5 **Key collection:** Please collect the keys in accordance with paragraph 7 of this Agreement. Note that collecting the keys will allow you access to the lavatory on the ground floor of the Old Grammar School.

5. Using the Undercroft

Smoking is not permitted on any part of the premises, including the Undercroft.

Those hiring the Undercroft **MUST KEEP STRICTLY WITHIN THE BRICKED AREA**. No items may be placed on the pavement

Advertising banners and posters may be tied to the building supports but nothing should be pinned, stapled or nailed to the supports or any part of the building. No permanent advertisement can be affixed to the premises. Advertising signs or banners may only be displayed during the term of your booking

Do not leave or store any items on premises

No animals, birds, reptiles or fish are permitted in the Undercroft, except for Guide Dogs or Assistance Dogs.

6. Before You Leave the Undercroft

Please leave the Undercroft in a clean and tidy condition.

Please clean the cloakroom area, including the lavatory and basin.

Remove any rubbish when you leave.

Please note that if the Undercroft and the Cloakroom are not left in a clean and tidy condition, you will forfeit your booking deposit and the Charity may raise an additional invoice to cover the cost of any additional cleaning not covered by your booking deposit.

Please ensure all taps (including the hand washbasin in the WC) are firmly turned off. Also ensure that all electrical appliances are switched off.

Make sure the building is securely locked when you leave.

ALL KEYS MUST BE RETURNED IN ACCORDANCE WITH THE TERMS OF PARAGRAPH 7 OF THIS AGREEMENT.

7. Keys

7.1 **Key Collection:** Those hiring the Function Room and/or the Undercroft, should collect their keys on the day before the booking, from the Charity's Principal Office at 10, Fairfield Road, Market Harborough, Leicestershire LE16 9QQ, during office opening hours (10am -3pm). If the booking is for Friday, Saturday or on a Bank Holiday, please telephone the Charity Secretary on 01858 419128 to make appropriate arrangements to collect the keys. You will be required to sign the Charity's key log to confirm receipt of the keys.

7.2 **Rules of Key Issue:** By being issued with a key, you agree not to compromise the security of any area of the building and you agree to secure each door, in particular the main door, upon leaving or the building being unattended. You agree that it is

your responsibility to ensure keys in your possession are kept secure at all times. The following acts are strictly prohibited:

- a. Unauthorised loaning of keys
- b. Transfer of keys without authorisation
- c. Unauthorised duplication of keys
- d. Alteration of keys, locks or mechanisms
- e. Damaging, tampering with or vandalising any Charity lock
- f. Admitting unauthorised persons into the building
- g. Failure to report lost keys
- h. Failure to return a key when requested by a Charity authorised person

7.3 **PLEASE REPORT LOST OR STOLEN KEYS TO THE CHARITY IMMEDIATELY.** Depending on the circumstances of the loss, the Charity may request you to reimburse it for the cost of any remedial action it undertakes in accordance with the provisions of paragraph 11 of this Agreement. This may include lock replacement if deemed a security risk.

7.4 **Returning Keys:** Please return your keys no later than the day after your booking. Keys may be returned to the Charity's Principal Office during office opening hours Office at 10, Fairfield Road, Market Harborough, Leicestershire LE16 9QQ, during office opening hours (10am -3pm). If the booking is for Friday, Saturday or on a Bank Holiday, please telephone the Charity Secretary on 01858 419128 to make appropriate arrangements to return the keys. You will be required to sign the Charity's key Log to confirm return of the keys.

8. Right to Refuse a Booking

The Charity reserves the right to refuse any booking for the Function Room or the Undercroft at its sole discretion.

9. Simultaneous Bookings

The Charity retains the right and total discretion to allow booking of the Function Room and the Undercroft to two separate persons, groups or organizations, simultaneously. Please be aware that in this event, the cloakroom facilities will be shared.

10. Cancellation

10.1 If more than 14 days' notice of cancellation is given, you will forfeit your deposit.

10.2 If less than 14 days' notice of cancellation is given, you will be required to pay the agreed booking fee.

10.3 If you are cancelling because of extreme weather conditions, there will be no cancellation fee.

PLEASE ALSO NOTE THAT FAILURE TO ADHERE TO ANY OF THESE TERMS AND CONDITIONS MAY RESULT IN ANY FUTURE BOOKING(S) BEING CANCELLED, OR A REQUEST FOR A FUTURE BOOKING(S) BEING DECLINED.

11. Indemnity

The hirer shall keep the Charity indemnified against all liabilities, expenses, costs (including but not limited to any solicitors' or other professional costs and expenses), claims, damages and losses (including but not limited to any diminution in the value of the Old Grammar School and loss of amenity) suffered or incurred by the Charity arising out of or in connection with any breach of any of the Terms and Conditions in this Agreement, or any act or omission of the hirer, or any other person on the premises with the actual or implied authority of the hirer.

The Charity is not liable for the death of, or injury to the hirer or its invitees or for damage to any personal property, or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by them in the exercise of their use of the premises pursuant to this Agreement.

The hirer may wish to consider taking out its/their own insurance policy to cover the event.

12. Child and Vulnerable Adult Protection Policy

12.1 The Charity has a Children, Young People and Vulnerable Adults Protection Policy. Copies are displayed on the premises or can be accessed via the Charity's Website at www.mhbcharity.co.uk. You can also request a paper copy from the Charity's Principal Office (see contact details) below.

If you or your organization DO NOT have a Safeguarding Policy, your booking is conditional upon you working within the Terms of the Charity's Children, Young People and Vulnerable Adult Policy, and any associated Procedures and Guidelines currently available.

12.2 **If you or your organization have a Children, Young People and Vulnerable Adults Safeguarding Policy, Procedures and Guidelines you must comply with its terms and any associated Procedures and Guidelines.**

12.3 **In either case, you must complete the Charity's Safeguarding Children, Young People and Vulnerable Adults form before the booking is confirmed. This includes providing the Charity with the name of the person who will be responsible for complying with the applicable Safeguarding Policy at your event.**

12.4 **In either case, any concerns or allegations that arise about children, young people or vulnerable adults in the course of your activities must be communicated to the Charity using the contact details given at the end of this Agreement.**

- 12.5 Your booking may be terminated in the event of failure to comply with the Charity's Children, Young People and Vulnerable Adult Protection Policy and any associated procedures or guidelines currently in force, or my or my organization's own Safeguarding Policy, procedures and guidelines.
- 12.6 You must ensure that children, young people and vulnerable adults are protected at all times, by taking all necessary steps to prevent the occurrence of any injury, loss or harm.

13. Governing Law and Interpretation

- 13.1 This Agreement is governed by the law of England and Wales. Each party irrevocably agrees that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).
- 13.2 Words referring to one gender will be read as referring to any other gender and words referring to the singular will be read as referring to the plural and vice versa.
- 13.3 Where the person, group or organisation making the booking is more than one party, the obligations and liabilities will be joint and several obligations and liabilities of those parties.
- 13.4 The clause headings do not form part of this Agreement and will not be taken into account in its interpretation.
- 13.5 This Agreement constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to their subject matter.
- 13.6 Each party acknowledges that in entering into this Agreement and any documents annexed to it, it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently).
- 13.7 Nothing in this Agreement constitutes, or shall constitute, a representation or warranty that the premises may lawfully be used for any purpose allowed by this Agreement.

PRIVACY NOTICE

At Market Harborough and the Bowdens Charity we take data privacy very seriously. The following information sets out the uses to which we will put the information that we have about you, and the legal basis for this, as well as introducing the rights that you have over the way that we use your information. This policy should be read in conjunction with our Records Retention Policy, Privacy Policy and Data Protection Policy, which can be accessed at www.mhbcharity.co.uk.

For the purposes of the General Data Protection Regulation (the "GDPR"), and any subsequent UK legislation covering data protection, the Data Controller is Market Harborough and The Bowdens Charity, whose Principal Office is 10 Fairfield Road, Market Harborough, Leicestershire LE16 9QQ. All queries relating to this policy and/or data protection more generally should be referred to the Steward.

The information that we collect about you will be used to consider your booking, including assessing whether or not your booking complies with the Charity's Letting policy for the Old Grammar School (which can be accessed at www.mhbcharity.co.uk) and to assess the applicable fee.

If you make a booking for the Old Grammar School, we will want to keep in touch with you by email. A telephone number will not be used routinely but may be used if there appears to be a problem with your email address. This contact is a necessary part of our letting process to ensure, for example that keys are collected and delivered and payment is made promptly.

The use of your information for these purposes is lawful because:

- it is necessary for considering whether your booking complies with the terms of the Charity's Lettings Policy for the Old Grammar School and for continuing to have contact with you in relation to your booking. These things are in our legitimate interests as a charity.

Your information may be passed to the Charity's insurers in the event of a claim arising from your booking, for example, damage caused to the Old Grammar School.

The use of your information for these purposes is lawful because:

- the use is necessary for determining an insurance claim by the Charity because it is the owner of the Old Grammar School.

Your information will be stored for the period referred to in the Charity's Records Retention Policy.

Your Rights

You have the right to request details of the processing activities that we carry out with your personal information through making a Subject Access Request. Such requests must be made in writing. More details about how to make a request, and the procedure to be followed, can be found in our Data Protection Policy which can be accessed at www.mhbcharity.co.uk.

You also have the following rights:

- The right to request rectification of information that is inaccurate or out of date
- The right to erasure of your information (known as the "right to be forgotten")
- The right to object to the way in which we are dealing with and using your information and,
- The right to request that your information be provided to you in a format that is secure and suitable for re-use (known as the right to portability).

All of these rights are subject to certain safeguards and exemptions, further details of which can be found in our Data Protection Policy. To exercise any of these rights, you should contact the Steward by emailing her at srobinson@mhbcharity.co.uk.

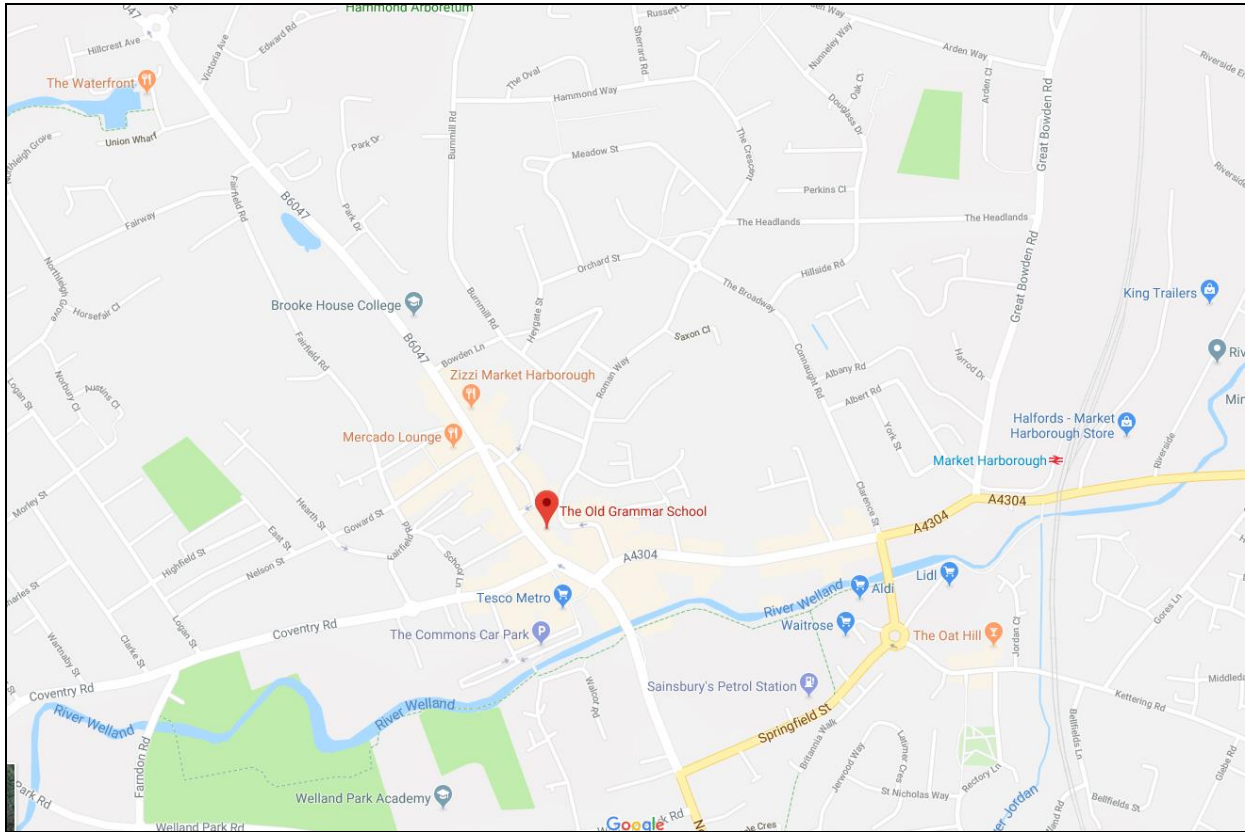
If you are not happy with the way in which we have processed or dealt with your information, please inform the Steward. If you are not satisfied with our response, you can complain to the Information Commissioner's Office. Further details about how to complain can be found at www.ico.org.uk or you can telephone their helpline on 0303 123 1113.

FIRE, HEALTH AND SAFETY INFORMATION

- **Electrical Equipment:** You must ensure that all electrical equipment brought into any part of the premises during your booking must be PAT tested and up to the legal standard required under current Health and Safety Regulations.
- **All electrical equipment on the premises** is owned by the Charity and is subject to annual PAT testing.
- **Smoking is not permitted on any part of the premises, including the Undercroft.**
- **The premises are fitted with smoke alarms and there is emergency lighting to the stairwell area.**
- **The main control panel for the smoke and fire alarm system is located in the cloakroom.**
- **Location of Fire Extinguishers:** Two 9L water fire extinguishers are located in a container at the side of the main door to the Function Room. A 2kg Carbon Dioxide fire extinguisher (used for electrical fires) is located on the kitchen wall next to the refrigerator.
- **Location of Kitchen Fire Blanket:** Located on the left- hand side of the kitchen door.
- **DO NOT BLOCK THE ENTRANCE TO OR FROM THE FUNCTION ROOM, AS THIS IS THE ONLY MEANS OF ESCAPE IN AN EMERGENCY.**
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- **IN CASE OF FIRE:** Should a fire occur, please evacuate the premises immediately in a calm and orderly fashion and then call the Fire Brigade. **PLEASE NOTE THAT THE ONLY FIRE EXIT FOR THE FUNCTION ROOM IS DOWN THE STAIRS AND THROUGH THE MAIN DOOR TO THE BUILDING.**
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- Please also inform the Charity's Principal Office during working hours using the contact details at the end of this form.
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- **IN CASE OF AN ACCIDENT OR INCIDENT ON THE PREMISES:** If there should be an accident or incident on any part of the premises, you must record it in the accident book provided. The entry should be signed both by the person making the record and, if possible, the person(s) involved in the incident. You must inform the Charity's Principal Office of the incident within 24 hours of the accident or incident.
- **First Aid Kit-** A First Aid kit is located in the cloakroom for users of the Undercroft and another in the kitchen for use of those hiring the Function Room.
- **The Accident Book** is located in the cupboard in the lavatory.
- **PLEASE NOTE THAT STAIRS ARE STEEP, AND EXTRA SHOULD BE TAKEN WHEN ASCENDING OR DESCENDING THE STAIRS.**
- **You agree to communicate the terms of the Fire, Health and Safety Information to all those attending your event, in particular, the location of the fire exit.**

PARKING

Short stay parking is available on Adam and Eve Street. Long stay parking is available behind the Council Offices or nearby Pay and Display car parks.



CONTACT DETAILS

The Charity's Principal office: **01858 419128 (Between 10am and 3pm Monday to Thursday, Friday - Closed)**

Out of hours and emergency mobile phone number : **07864 692523**

Principal Office: **10 Fairfield Road, Market Harbour, Leicestershire LE16 9QQ**

Jan Edwards, Charity Secretary (jedwards@mhbcharity.co.uk)

Sara Robinson, Charity Steward (srobinson@mhbcharity.co.uk)

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY, THEN SIGN AND RETURN ONE COPY OF THE CHARITY'S TERMS AND CONDITIONS OF USE CONFIRMATION FORM TO THE CHARITY'S PRINCIPAL OFFICE (DETAILS ABOVE) OR BY EMAIL TO JAN EDWARDS, CHARITY SECRETARY AND RETAIN ONE COPY FOR YOUR RECORDS.