

Great Addington Memorial Hall Hire Agreement Appendix 1 - October 2012

Standard Conditions of Hire

These standard conditions apply to all hirings of the Memorial hall. If the Hirer is in any doubt as to the meaning of the following, the Hall Secretary or Booking Clerk should immediately be consulted.

1. Supervision

The Hirer will, during the period of the hiring, be responsible for:

- supervision of all those using the hall and the area surrounding the same, including the car park;
- ensuring the premises are properly looked after and that no damage occurs to them, including no damage to the fabric of the premises, nor to any of the contents of the premises;
- ensuring nobody makes any changes whatsoever to the premises however slight.

In the event of any damage occurring to the premises, its fixtures, fittings or contents, as directed by the Hall Secretary, the Hirer will make good such damage (including accidental damage) to the reasonable satisfaction of the Memorial Hall Committee or pay for all damage (including accidental damage). The Hirer will also be liable for replacement of any loss of contents.

2. Use of Premises

The Hirer will not use the premises for any purpose other than that described in the Hiring Agreement and will not sub-hire 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 from the Memorial Hall Committee.

Use of the Car Park

The Hirer may, during the period of hire, together with all others entitled to do the same, use the car park outside the hall PROVIDED THAT the disabled space is at all times left clear for use by anyone holding a Blue Badge and that access thereto is not obstructed.

3. Gaming, Betting and Lotteries

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

4. Licences

The Memorial Hall holds a Performing Rights Society / PPL Joint Licence for Music which permits the playing and the performance of music for activities where any profit goes entirely to a voluntary organisation. If other licences are required in respect of any activity in the Memorial Hall, such as aerobics classes and dance classes, the Hirer must ensure that they hold the relevant licence and produce a copy of the same to the Hall Secretary.

5. Public Safety Compliance

The Hirer will comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, and the Licensing Authority, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children.

- (a) The Hirer acknowledges that they have received instruction in the following matters:
- The action to be taken in event of fire. This includes calling the Fire Brigade 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.

- (b) In advance of admitting others into the premises the Hirer shall check the following items:
- 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 are no obvious fire hazards on the premises.

6. Means of Escape

- (a) All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit. The Hirer shall make regular checks during the period of hire to ensure escape routes remain free from obstruction.
- (b) 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).

7. Outbreaks of Fire

The Fire Brigade must be called to any outbreak of fire, however slight, and details thereof must be given to the Hall secretary.

8. Health and Hygiene

The Hirer must, 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 Temperature Regulations. The premises are provided with a refrigerator and thermometer. Please note that all food must be removed from the refrigerator at the end of the event or at the end of the day, whichever is earlier.

9. Electrical Appliance Safety

The Hirer must ensure that any electrical appliances brought by them to the premises and used there are safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989.

10. Indemnity Clauses 10 (a) and 10 b) are not applicable for persons hiring the hall for a private function.

- (a) The Hirer will indemnify and keep indemnified each member of the Memorial Hall management committee and the Memorial Hall's employees, volunteers, agents and invitees against (a) the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises (b) all claims, losses, damages and costs in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer, and (c) all claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer.
- (b) The Hirer must take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against the Hirer's liability under paragraph 10(a) and all claims arising as a result of the hire and on demand will produce the policy and current receipt or other evidence of cover to the Hall Secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the Hall Secretary to rehire the premises to another hirer.

The Memorial Hall is insured against any claims arising out of its **own** negligence.

11. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to a member of the Memorial Hall management committee **as soon as** possible and complete the relevant section in the Memorial Hall's accident book. Any failure of equipment belonging to the Memorial Hall or brought in by the Hirer must also be reported **as soon as possible**. Certain types of accident or injury must be reported on a special form to the local authority. The Hall Secretary will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

12. Explosives and Flammable Substances

The Hirer must ensure that:

- (a) highly flammable substances are not brought into, or used in any part of the premises and that
- (b) no internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are to be erected without the consent of the management committee and no decorations of any sort are to be put up near light fittings or heaters.

13. Heating

The Hirer must ensure that no unauthorised heating appliances are used on the premises when open to the public without the consent of the management committee. Portable Liquefied Propane Gas (LPG) heating appliances must not be used.

14. Drunk and Disorderly Behaviour and Supply of Illegal Drugs

The Hirer must ensure that in order to avoid disturbing neighbours to the hall and avoid violent or criminal behaviour, care must be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour will not be permitted either on the premises or in its immediate vicinity. Alcohol must not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18 (photo ID will be required). Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way must be asked to leave the premises. No illegal drugs may be brought onto the premises.

15. Animals

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

16. Compliance with the Children's Act 1989. *This clause is not applicable for persons hiring the hall for a private function*

The Hirer must ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons who have passed the appropriate Criminal Records Bureau checks have access to the children (checks may also apply where children over eight and vulnerable adults are taking part in activities). The Hirer must provide the Memorial Hall committee with a copy of their Child Protection Policy on request.

17. Fly Posting

The Hirer must not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and will indemnify and keep indemnified each member of the Memorial Hall's management committee 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.

18. Sale of Goods

The Hirer must, 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 must ensure that the total prices of all goods and services are prominently displayed, as must be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices. Further detail can be found in ACRE's Memorial Hall Information Sheet 34.

19. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the Memorial Hall is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Memorial Hall. The Memorial Hall reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- (a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election
- (b) the Memorial Hall management committee reasonably considering that (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory

requirements, or (ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring

- (c) the premises becoming unfit for the use intended by the Hirer
- (d) an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.

In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the Memorial Hall will not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

20. End of Hire

The Hirer will be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the Memorial Hall will be at liberty to make an additional charge.

All rubbish needs to be removed from the premises by the Hirer. The bins are not available for the Hirer to use (except in extraordinary circumstances and by prior arrangement).

21. Noise

The Hirer must ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer must, 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.

22. Stored Equipment

The Memorial Hall accepts no responsibility for any stored equipment or other property brought on to 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 Memorial Hall Committee may, in its discretion in any of the following circumstances, namely-

- (a) in respect of stored equipment, failure by the Hirer either to pay any storage charges due and payable or to remove the same within 7 days after the agreed storage period has ended
- (b) in respect of any other property brought on to the premises for the purposes of the hiring, failure by the Hirer to remove the same within 7 days after the hiring dispose 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.

23. 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 Hall Secretary. Any alteration, fixture or fitting or attachment so approved may at the discretion of the Memorial Hall remain in the premises at the end of the hiring. It will become the property of the Memorial Hall unless removed by the Hirer who must make good to the satisfaction of the Memorial Hall Committee any damage caused to the premises by such removal.

24. No Rights

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