

STANDARD CONDITIONS OF HIRE

These standard conditions apply to all hiring of the Shiplake Memorial Hall by the Hall Trustees (SMH). If the Hirer is in any doubt as to the meaning of the following, an authorised SMH Representative should be consulted.

1. Age

No person under the age of 18 is permitted to hire the hall.

2. Responsibility

The Hirer is responsible 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.

3. Supervision

The Hirer shall, during the period of the hire, be responsible for: supervision of the premises, the fabric and the contents; their care, safety from damage however slight or change of any sort; and 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. As directed by the SMH Representative, 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.

4. Use of Premises

The Hirer shall not use the premises for any purpose other than that described in the Hire Agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way, nor use the premises or allow the premises to be used for any purpose that may be reasonably construed as inappropriate for a village hall or which might bring the SMH into disrepute, nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof.

5. Insurance and Indemnity

- 1) The Hirer shall indemnify and keep indemnified each member of the SMH and the SMH'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.
- 2) Where the Hirer is a Commercial entity then the Hirer shall hold adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against the Hirer's liability under paragraph 5.1) and all claims arising as a result of the hire and on demand shall produce the policy and current receipt or other evidence of cover to the SMH Representative. Failure to produce such policy and evidence of cover will render the hiring void and enable the SMH to rehire the premises.
- 3) The SMH is insured against any claims arising out of its **own** negligence.

6. Smoking

No smoking is permitted on the premises.

The Hirer shall, and shall ensure that the Hirer's invitees shall, comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises. The Hirer shall ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

7. Maximum capacity and supervision

The number of people in the hall and kitchen must not exceed 220 in total. For events involving persons under the age of 18 there must be a minimum of 1 adult acting in a supervisory role for every 15 persons under the age of 18 present.

8. Cancellation

- 1) If the Hirer wishes to cancel the booking before the date of the event and the SMH 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 SMH.
- 2) The SMH reserves the right to cancel this hire 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 SMH reasonably considering that (i) such hire 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 hire
 - (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.
- 3) In any of the cases in 2) the Hirer shall be entitled to a refund of any deposit already paid, but the SMH shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

9. End of Hire

- 1) The Hirer shall 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 SMH shall be at liberty to make an additional charge.
- 2) All rubbish must be removed completely from site, unless a prior arrangement has been made to use the Hall's rubbish disposal facilities. If rubbish is left on site then the SMH reserves the right to raise a charge as if a prior arrangement to use the Hall's rubbish disposal facilities had been made.
- 3) Unless a prior arrangement has been made for SMH to undertake cleaning and clearing of Hall equipment the Hirer must ensure that tables are cleaned after use and tables and chairs are stacked in the Storeroom off the main lobby.

10. 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.

11. 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.

12. Licences

If any licences are required in respect of any activity in the SMH it is the Hirer's responsibility to ensure that the relevant licences are either held by the SMH or held / obtained by the Hirer.

13. Public Safety Compliance

- 1) The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Licensing Authority 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.
- 2) The Hirer shall read and follow the instructions in the "Fire Precautions Checklist" (provided as part of the Hirer Information Pack and also posted in the Hall) in respect of: the following matters:
 - (a) The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
 - (b) The location and use of fire equipment.

- (c) Escape routes and the need to keep them clear.
- (d) Method of operation of escape door fastenings.
- (e) Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.

3) The Hirer shall check the following items:

- (a) That all fire exits are unlocked and panic bolts in good working order.
- (b) That all escape routes are free of obstruction and can be safely used.
- (c) That any fire doors are not wedged open.
- (d) That exit signs are illuminated (the sign above the exit to the nursery garden is illuminated if a power failure occurs.)
- (e) That there are no obvious fire hazards on the premises.

14. Means of Escape

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

15. Outbreaks of Fire

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

16. 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 Temperature Regulations. The premises *are* provided with a refrigerator.

17. Electrical Appliances

- 1) 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. Where a residual circuit breaker is provided the hirer must make use of it in the interests of public safety.
- 2) The Hirer shall ensure the aggregate consumption of all electrical appliances does not exceed 60 amps as this may blow the main fuse.

18. 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 SMH. No animals whatsoever are to enter the kitchen at any time.

19. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to a member of the SMH **as soon as possible**. Any failure of equipment belonging to the SMH 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 incident contact centre. 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).

20. Explosives, flammable substances, naked flames and smoke generators

- 1) The Hirer shall ensure that:
 - (a) Highly flammable substances are not brought into, or used, in any part of the premises,
 - (b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are erected, unless with the specific consent of the SMH,
 - (c) No decorations are put up near light fittings or heaters,
 - (d) There are no naked flames, including candles and night-lights, used in any part of the premises.
- 2) The Hirer shall not use any smoke generators, unless with the specific permission of the SMH, in order to avoid false triggering of the fire alarm system.

21. Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises without the consent of the SMH. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

22. Drunk and Disorderly Behaviour and Supply of Illegal Drugs

The Hirer shall ensure that, in order to avoid disturbing neighbours to the hall and 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 nor 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.

23. Compliance with The Children Act 1989

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 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 shall provide the SMH with a copy of their Child Protection Policy on request.

24. 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 SMH 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.

25. 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.

26. Stored Equipment

- 1) The SMH 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.
- 2) The SMH may, in its discretion, in any of the following circumstances,
 - (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,having given the Hirer reasonable notice of their intention to do so, 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.

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

28. No Rights

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