

Strumpshaw Community Hall Standard Conditions of Hire

For the purposes of these conditions, the term “Hirer” shall mean an individual hirer or where the Hirer is an organisation, the authorised representative. As a condition of hire, the Hirer accepts these Standard Conditions of Hire.

The term “Premises” means Strumpshaw Community Hall, Mill Road, Strumpshaw, NR13 4FS (“the Hall”) together with any designated outside space specifically referred to in Clause 5 of the Hiring Agreement (“the outside space”).

1. Booking

- a. The Premises may be booked in accordance with the available times and at the costs agreed.
- b. The Hirer is required to pay the full amount of the hire cost no later than seven days before the event.

The Hirer may also be required to pay a deposit on the date of booking.

The deposit will be refunded within fourteen days after the event provided all conditions of hire have been met.

- c. A full refund will be given if cancellation by the Hirer occurs at least seven days before the event. Any cancellations later than this will be at the discretion of the Community Hall Committee (“the CHC”).

- d. Bookings of the Premises are available between 06.00 hours and 23.00 hours. The Hirer will have access to facilities for the period booked. Any extensions to time must be agreed in advance or subsequently reported but must not interfere with events booked before or after the Hirer’s session. If the booking is for a period ending at 23.00 hours, the Hirer will ensure that all persons have vacated the Premises and the adjoining car park by 23.30 hours.

- e. The CHC reserves the right to cancel a hiring by giving at least seven days’ notice to the Hirer in the event of :-

- the Premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election or referendum or
- the CHC reasonably considering that such hiring may lead to a breach of the licensing conditions or other legal or statutory requirements or
- the CHC reasonably considering there is a possibility that unlawful or unsuitable activities may take place at the Premises as a result of the hiring or
- the CHC reasonably considering that the Premises have become unfit for the use intended by the Hirer.

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

2. Premises and Facilities

- a. The Hirer must be over 18 years of age and provide a named contact with a telephone number. This named person will be the Responsible Person for the security of the Premises and be liable for any costs incurred through the loss of keys or any other aspects where these conditions are not observed.
- b. The Hirer is, during the period of use, 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. This includes proper supervision of car parking arrangements in the adjoining car park so as to avoid obstruction of the highway and ensure safe parking with other car park users. Car Parking for users of the Premises is prohibited in Mill Meadow. The Parish Council accepts no liability for any loss, theft or damage to vehicles.
- c. All breakages, damage and loss must be reported to the CHC and will be chargeable.

3. Use of Premises

The Hirer shall not use the Premises for any purpose other than that described in the Agreement and must not sub-hire or use the Premises or allow the Premises to be used for any unlawful or unsuitable purpose or in any unlawful way nor do anything or bring on to the premises anything which might endanger the Premises or render invalid any insurance policies covering the Premises.

4. Legal

a. The Hirer must ensure that the terms of every statute, regulation or other requirements authorising or regulating how the Premises are used, are complied with and that any licence or regulation which is required is in place. Without prejudice to the generality of the foregoing, this may include: -

- for the preparation, storing, serving or sale of food.
- for the sale of alcohol. The CHC does not hold a licence for the sale of alcohol at the Premises.
- for the sale of goods on the premises.
- for the use of live or recorded music, showing of films, staging of plays, public dancing or other similar public entertainment.
- in accordance with laws relating to gambling, betting and lotteries.
- in accordance with The Children Act 1989, the Childcare Act 2006, the Safeguarding Vulnerable Groups Act 2006 and all relevant legislation relating to children and vulnerable persons. The CHC has a Safeguarding Policy with which Hirers for events involving children and vulnerable persons will have to comply. This is published on the Hall website.

Hirers, other than those hiring for private functions such as parties, must ensure that only fit and proper persons who have passed the appropriate Disclosure and Barring Service (“DBS”) checks will have access to these groups. Hirers will also need to satisfy the CHC prior to the hire, of their policies with regard to the protection of children and vulnerable persons.

If any Hirer has concerns about the behaviour or actions of anyone associated with the Hall they should immediately inform the safeguarding lead referred to in the CHC Safeguarding Policy.

If any disclosure regarding safeguarding is made to a Hirer it must be immediately advised to the safeguarding lead. Leading questions should not be asked but a clear factual record made of what has been disclosed. If a concern is noticed, (such as evidence of physical abuse, severe neglect or distress), this should be reported. All Hirers should follow the summary guidance:-

- Record the time, date and location of the incident; details of the alleged victim and abuser; names and contact details of any witnesses and a factual description of what happened and any action taken
- Don't promise to keep what you're told a secret
- Tell the child or young person what you will do next
- Don't make promises you cannot keep

b. The Hirer agrees to pay all charges and other liabilities for all breakages, damage or loss to the fabric of the Hall and any equipment or contents on the Premises as a result of the Hirer's use of the Premises and the adjoining car park.

5. Liabilities and indemnity

a. The Parish Council and the CHC shall not be liable to the Hirer or to any person using or entering the Premises or the adjoining car park whilst the Premises are in the use of the Hirer, for personal injury or for damage to, loss or theft of any property brought onto the Premises or the adjoining car park.

b. The Hirer shall fully and effectively indemnify the Parish Council and the CHC, its officers and agents against all claims made by, and liability to, any person in respect of such damage, loss or theft.

c. The Hirer shall indemnify the Parish Council and the CHC in respect of the cost of repair of any damage done to any part of the Premises and contents during or as a result of the Hirer's use and in respect of any liability to third parties or otherwise arising out of use of the Premises by the Hirer.

d. The Hirer shall be responsible for using the Premises in a safe manner and making adequate arrangements to insure against third party claims which may arise out of its use.

6. Disclaimer

a. The Parish Council and the CHC do not warrant that the Premises is fit either legally or physically for the Hirer's purpose.

b. The Hirer is responsible for any accident or injury arising out of the use of the Premises or the adjoining car park by the Hirer. It is the responsibility of the Hirer to perform any necessary 'Risk Assessment' and ensure that the Premises are safe for the purposes of the Hirer.

7. No Transfer

- a. The benefits of a booking may not be assigned or transferred, in whole or in part, to any other person or party, and the Premises or any part of it may not be used by any person other than the Hirer and those permitted under his or her hiring.
- b. The Hirer acknowledges that no tenancy is intended to be created between the Parish Council/ the CHC and the Hirer and no relationship of landlord or tenant exists between them.

8. Rights of Access

- a. The Parish Council and the CHC or their representatives reserve the right to enter the Premises at any time.

9. Safety

- a. The Hirer is responsible for ensuring that any electrical appliances brought onto the Premises and used there are safe, in good working order, and are used in a safe manner in accordance with the Electricity at Work Regulations 1989. In addition, the Hirer is also responsible for carrying out a visual inspection to check for damage prior to use of any other electrical appliance in the Premises. If there is any apparent damage the electrical appliance should not be used and the defect should be reported in the Incident Book.
- b. The Hirer is responsible for ensuring that no highly flammable substances are brought into or used in any part of the Premises and that no internal decorations of a combustible nature (e.g., polystyrene, cotton wool) are erected without the prior consent of the CHC. Without prejudice to the generality of the foregoing, this shall include the prohibition of open-air helium balloons, fireworks, Chinese Lanterns and all other such objects.
- c. The Hirer is responsible for ensuring that no unauthorised heating appliances are used on the Premises. Portable liquefied propane gas (LPG) heating appliances must not be used.
- d. The Hirer is responsible for calling the Emergency Services for any accident, incident or fire and for reporting this immediately to the CHC. The full postal address of the Premises is Mill Road, Strumpshaw, NR13 4FS and the What 3 Words reference is Ruling, Ruling, Butchers.
- e. The Hirer acknowledges that instruction has been received in the following: -
 - The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the Premises.
 - The location and use of firefighting equipment.
 - Escape routes and the signs that illuminate them.
 - 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.
 - The operation of the heating, lighting and audio-visual systems in the Premises
 - The operation of trolleys, tables and chairs
 - The operation of all appliances in the kitchen of the Premises
 - The use of cleaning equipment and the stepladder
 - The location of instructional manuals, Incident Book, Accident Report Book and first aid box.
- f. The Hirer must ensure that all exits, emergency exits and fire appliances on and in the Premises are free from obstruction, and available for use at all times during the period of use.
- g. The Hirer must inform the CHC of the incidence of any accident or injury. All accidents must be recorded in the Accident Report Book. Any incidents or actions that have, or might have, affected the health and safety of any person must be reported in the Incident Book and the details of any defective or broken equipment must be noted there.

10. Noise

The Hirer must ensure that in order to avoid disturbing neighbours of the Premises the minimum of noise is made on arrival, during use and on departure, particularly late at night and early in the morning.

11. Drunk and disorderly behaviour and supply and illegal drugs

The Hirer must ensure that in order to avoid disturbing neighbours of the Premises and avoid violent or criminal behaviour:

- a. no consumption of alcohol takes place outside the Premises. No consumption of alcohol is permitted on the adjoining car park or grounds.
- b. no one attending the event consumes excessive amounts of alcohol
- c. no illegal drugs are brought onto the Premises or the adjoining car park.

Drunk and disorderly behaviour is not permitted either on the Premises or in its immediate vicinity. 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 and the adjoining car park and grounds in accordance with the Licensing Act 2003 and may be reported to the Police.

12. Smoking

The Hirer must ensure compliance with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder, and also ensure that no vaping takes place in the Premises. The Hirer must ensure that anyone wishing to smoke does so outside in the designated smoking area and disposes of cigarette ends, matches etc. in a tidy and responsible manner in the bins provided.

13. Animals

The Hirer shall ensure that no animals (including birds) except Guide and Hearing dogs and Registered Assistance Animals are allowed on the Premises, other than for a special event authorised by the CHC. No animals whatsoever are to enter the kitchen of the Premises at any time.

14. No alterations

The Hirer must ensure that no alterations or additions to the Premises are made nor fixtures, placards, decorations or other articles installed or attached in any way to any part of the Premises or the adjoining car park without prior written approval from the CHC. In the discretion of the CHC, any approved alteration, fixture or fitting or attachment may remain in the Premises or adjoining car park at the end of the hiring.

Such items will become the property of the Parish Council unless removed by the Hirer and any damage to the Premises or the adjoining car park caused by such removal will be made good by the Hirer to the Parish Council's satisfaction.

15. Storage

The CHC has provided a storage shed on the Premises which may be used by Hirers by entering into the appropriate User Agreement

No equipment and/or other property may be stored in the Hall.

Where a User Agreement has been entered into between the CHC and the Hirer such equipment and/or other property shall be stored in accordance with the instructions in the User Agreement. In all circumstances the equipment and/or other property shall not be stored in such a manner as to contravene the terms of Clause 9 above as to safety.

The CHC 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. This applies whether or not a User Agreement has been entered into between the parties.

The Parish Council is not insured against any risks for Hirer's equipment and/or other property stored on the Premises, whether or not a User Agreement has been entered into and any equipment and/or property must be insured by the Hirer.

16. Outside space

Where specifically permitted under Clause 5 of the Hiring Agreement between the parties, the Hirer will adhere to the following conditions relating to the use of the outside space :-

- a. The outside space is for the exclusive use of the Hirer's party for the duration of the Hire Period only.
- b. Access to the outside space is via the two rear emergency exit doors only. The Hirer will ensure that the provisions of Clause 9 f above relating to obstruction are adhered to at all times while the outside space is being used.
- c. The Hirer will use the furniture designed for external use provided and will ensure none of the trolleys, tables or chairs designed for internal use are used outside the Premises.
- d. The Hirer will ensure that no wet and/or muddy footwear is used inside the main hall of the Premises and will clear up debris from such footwear elsewhere in the Premises in compliance with Clause 16 hereafter.
- e. The obligations set out in Clause 20 hereafter as to leaving the Premises in clean and tidy condition will apply equally to the outside space.
- f. No BBQs are permitted on the outside space unless specifically permitted in writing by the CHC prior to use.
- g. No bouncy castles or other inflatable equipment are permitted on the Premises
- h. The Hirer will ensure that the use of the outside space is respectful of the rights of neighbours of the Premises especially as to noise in compliance with Clause 10 above.

17. Use of Wi-Fi.

The Hirer is permitted to have access to the Hall Wi-Fi service for the hire period subject at all times to complying with the following provisions.

a. not to use the WiFi service for any for the following purposes: -

- (1) disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;
- (2) transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice;
- (3) interfering with any other persons use or enjoyment of the WiFi service; or
- (4) making, transmitting or storing electronic copies of material protected by copyright without permission of the owner;

b. to keep any username, password, or any other information which forms part of the WiFi service security procedure confidential and not to disclose it to any third party.

18. Termination of the WiFi service

The CHC retains the right to suspend or terminate the Wi-Fi service immediately in the event that there is any breach of any of the provisions of these Standard Conditions including without limitation:-

- a. if the Hirer uses any equipment which is defective or illegal;
- b. if the Hirer causes any technical or other problems to the WiFi service;
- c. if, in the opinion of the CHC, the Hirer is involved in fraudulent or unauthorised use of the WiFi service;
- d. if the Hirer resells access to the WiFi service; or
- e. if the Hirer uses the WiFi service in contravention of the terms of these Standard Conditions.

19. Availability of WiFi Services

a. Although it is the aim to offer the best WiFi service possible, the CHC makes no promise or guarantee that the WiFi service will meet the Hirer's requirements or that the WiFi service will be fault-free or accessible at all times.

b. It is the Hirers responsibility to ensure that any WiFi enabled device used is compatible with the WiFi service and is switched on. The availability and performance of the WiFi service is subject to all memory, storage and any other limitations in the Hirers device. The WiFi service is only available to the Hirers device when it is within the operating range of the Hall.

c. The CHC is not responsible for data, messages, or pages that are lost or that become misdirected because of the interruptions or performance issues with the WiFi service or wireless communications networks generally. The CHC may impose usage, or service limits, suspend service, or block certain kinds of usage in its sole discretion, to protect other users of the WiFi service. Network speed is no indication of the speed at which the Hirers WiFi enabled device or the WiFi service sends or receives data. Actual network speed will vary based on configuration, compression and network congestion.

20. End of Hire

The Hirer is 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. All food and rubbish must be removed from the Premises. Failure to adhere to this condition may result in a deduction from the **deposit**.

21. Acceptance

These Terms and Conditions will have been made available to the Hirer at the time of making the booking. By proceeding with the booking the Hirer is deemed to have accepted these Terms and Conditions.