

Standard Conditions of Hire and the Special Conditions of Hire (if any) set out in the attached Schedule.

These standard conditions apply to all hiring of the Centre. If the Hirer is in any doubt as to the meaning of the following, the Trust Office should immediately be consulted.

If your Booking will involve the use of a Bouncy Castle or any other inflatable, Please contact the Trust before booking the Centre and Bouncy Castle hire.

Alcohol providers need to be approved by the Trust

- 1. 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.
- 2. Supervision** - The Hirer shall, during the period of the hiring, 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 Trust, 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 Trust reserves the right to require the Hirer to employ SIA registered doorkeepers where the Trust risk assessment deems appropriate**
- 3. Use of premises** - The Hirer shall not use the Premises for any purpose other than that described at clause 1.6 of the Hiring 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 do anything or bring onto the Premises anything which may endanger the same or render invalid any insurance policies or licence in respect of the Premises nor allow the consumption of alcohol thereon without written permission.
- 4. 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.
- 5. Licensable activities** - Before performing or playing any music, play, TV, film or other media at the Premises, the Hirer shall ensure that the Trust holds a Performing Rights Society 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 Centre the Hirer should ensure that they hold the relevant licence.

Activity	The Centre is Licensed for :	Time of which activity is licensed & permitted by
2.1 Performance of Plays	Yes	10:00 – 23:30
2.2 Exhibition of films	Yes	10:00 – 23:30
2.3 Indoor sporting events	Yes	10:00 – 23:30
2.4 Boxing & Wrestling entertainment	Yes	10:00 – 23:30
2.5 Performance of Live music	Yes	10:00 – 23:30
2.6 Playing of recorded music	Yes	10:00 – 23:30
2.7 Performance of dance	Yes	10:00 – 23:30

2.8 Entertainment similar to those 2.1 - 2.7	TBC	TBC
2.9 Making of Music	Yes	10:00 – 23:30
2.10 Dancing	Yes	10:00 – 23:30
2.11 Entertainment similar to those 2.9 – 2.10	TBC	TBC
2.12 Provision of hot food/drink after 11pm	Yes	23:00 – 23:30
2.13 Sale of alcohol	Yes	10:00 – 23:30

6. 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 Trust'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 Trust's health and safety policy as notified to the Hirer.

(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 Service and evacuating the Premises.
- 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 permitting other users 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.

Stage area Hall B and Working at Height

The stage at the Centre is a restricted access area, barriers are in place on the two staircases that lead to the stage and are to remain in place, unless by prior arrangements use of the stage has been agreed with an authorised representative of the Elsea Park Community Trust Office Management. Users of the stage are advised to carry out a risk assessment.

To assist completion of the risk assessment we can confirm the following:

- The area is well maintained and regularly inspected.
- There appears to be no trip hazards in the stage area.
- There are adequate measures in place to restrict access to the stage for unauthorised persons
- Our 5 yearly fixed wiring and installations check is in date

If further details are required to assist in producing a risk assessment for use of the stage area these can be obtained from the Trusts Manager

7. 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.

(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).

8. Outbreaks of fire - The Fire Service shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Thrust Manager.

9. Food Hygiene - The Hirer shall, if preparing, serving, or selling food, observe all relevant food hygiene legislation and regulations. Allergen advise posters are displayed in the kitchen and should be read before supplying / serving food. The Premises are provided with a refrigerator which will contain a fridge thermometer which should read no higher than 8 degree Celsius.

10. 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.

11. Insurance and indemnity

(a) The Hirer shall be liable for:

(i) the cost of repair of any damage (including accidental and malicious damage) done to any part of the Premises including the curtilage thereof or the contents of the Premises

(ii) all claims, losses, damages and costs made against or incurred by the Centre and the Trust, their officers, employees, volunteers, agents or invitees 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

(iii) all claims, losses, damages and costs made against or incurred by the Trust, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the Premises by the Hirer, and subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly Trust's Board and the Trust's, officers, employees, volunteers, agents and invitees against such liabilities.

(b) The Trust shall take out adequate insurance to insure the liabilities described in sub-clauses (a) (i) above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (a) (ii) and (iii) above. The Trust shall claim on its insurance for any liability of the Hirer hereunder, but the Hirer shall indemnify and keep indemnified each member of the Trust's Board and the Trust's, officer's employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.

(c) Where the Trust does not insure the liabilities described in sub-clauses (a) (ii) and (iii) above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the Trust's general office. Failure to produce such policy and evidence of cover will render the hiring void and enable the Trust to rehire the Premises to another hirer.

The Trust is insured against any claims arising out of its own negligence.

12. Liability – THE HIRER'S ATTENTION IS DRAWN TO THIS CLAUSE

(a) The Trust's maximum aggregate liability for breach of this agreement (including any liability for the acts or omissions of its officers, employees, agents and subcontractors), whether arising in contract, tort (including negligence), misrepresentation or otherwise, shall in no circumstances exceed the level of insurance which the Trust has in place.

(i) Nothing in this agreement shall exclude or in any way limit:

(II) either party's liability for death or personal injury caused by its own negligence;

(III) either party's liability for fraud or fraudulent misrepresentation.

(b) This agreement sets forth the full extent of the Lessor's obligations and liabilities in respect of the Equipment and its hiring [and sale] to the Lessee. In particular, there are no conditions, warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, that are binding on the Lessor except as specifically stated in this agreement. Any condition, warranty or other term concerning the Equipment which might otherwise be implied into or incorporated within this agreement, whether by statute, common law or otherwise, is expressly excluded.

(c) Without prejudice to clause 0, neither party shall be liable under this agreement for any:

(i) [loss of profit];

- (ii) [loss of revenue]
- (iii) [loss of business]; or
- (iv) [indirect or consequential loss or damage], in each case, however caused, even if foreseeable.

13. Accidents and dangerous occurrences

The Hirer must report all accidents involving injury to the public to the Trust Office as soon as possible. Any failure of equipment belonging to the Trust 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 Trust Office will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR). The Incident Contact Centre can be contacted in any of the following ways:

- Telephone: 0345 3009923
- Website: <https://www.hse.gov.uk/riddor/index.htm> or via the HSE website: www.hse.gov.uk

14. Explosives and flammable substances

The Hirer shall 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) shall be erected without the consent of the Trust. No decorations are to be put up near light fittings or heaters.

15. Heating - The Hirer shall ensure that no unauthorised heating appliances shall be used on the Premises when open to the public without the consent of an authorised representative of the Trust, Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

16. 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.

17. Animals - The Hirer shall ensure that **no animals (including birds) except guide dogs/ Assistance dogs** are brought into the Premises, other than for a special event agreed to by the Trust. No animals whatsoever are to enter the kitchen at any time.

18. Safeguarding children, young people and vulnerable adults - You must ensure that any activities for children, young people and other vulnerable adults are only provided by fit and proper persons in accordance with the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, you must provide us with a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS). The hirer shall ensure that any activities for children under 8 years of age comply with any legislation current at the date of the hiring. Youth organisations using The Centre must have adequate adult supervision.

19. 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.

20. Sale of goods - The Hirer shall, if selling goods on the Premises, comply with all applicable 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.

21. 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.

22. Cancellation - If the Hirer wishes to cancel the booking before the date of the event and the Trust is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be required. The Trust 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 Trust 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 Trust shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

23. End of hire - 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 Trust shall be at liberty to make an additional charge.

24. 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.

25. Stored equipment - The Trust 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 Trust may, use its discretion in any of the following circumstances:

- (a) 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 after the agreed storage period has ended
- (b) 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.

26. 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. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the village hall remain in the Premises at the end of the hiring. It will become the property of the Trust unless removed by the hirer who must make good to the satisfaction of the hall or, if any damage caused to the Premises by such removal.

27. No rights - The Hiring Agreement constitutes permission only to use the Premises for the period set out at clause 1.1 and confers no tenancy or other right of occupation on the Hirer.

28. Dangerous and unsuitable performances - Performances involving danger to the public or of a sexually explicit nature shall not be given.

29. Smoking - The Hirer shall, and shall ensure that the Hirer's invitees, 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.

30. Appeals - The Trust operates an appeal system in regard to any of the terms and conditions. Appeals should be in writing detailing the condition or term which is appealed and outlining the reason for appeal. The decision of the Trust is final.

31. General

- (a) **Force majeure:**

For the purposes of this Hire Agreement, Force Majeure Event means an event beyond the reasonable control of the Trust including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Trust or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

The Trust shall not be liable to the Hirer as a result of any delay or failure to perform its obligations under this Hire Agreement as a result of a Force Majeure Event.

(b) Assignment and subcontracting:

The Trust may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Hire Agreement and may subcontract or delegate in any manner any or all of its obligations under the Hire Agreement to any third party or agent.

The Hirer shall not, without the prior written consent of the Trust, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Hire Agreement.

(c) Notices:

Any notice or other communication required to be given to a party under or in connection with this Hire Agreement shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number.

Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax, on the next business day after transmission.

This clause 31(c) shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" shall not include e-mails and for the avoidance of doubt notice given under this Hire Agreement shall not be validly served if sent by e-mail.

(d) Waiver:

A waiver of any right under the Hire Agreement is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Hire Agreement or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

Unless specifically provided otherwise, rights arising under the Hire Agreement are cumulative and do not exclude rights provided by law.

(e) Severance:

If a court or any other competent authority finds that any provision of the Hire Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Hire Agreement shall not be affected.

If any invalid, unenforceable or illegal provision of the Hire Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

(f) Third parties:

A person who is not a party to the Hire Agreement shall not have any rights under or in connection with it.

(g) Variation:

Except as set out in this Hire Agreement, any variation, including the introduction of any additional terms and conditions, to the Hire Agreement, shall only be binding when agreed in writing and signed by the Trust.

(h) Governing law and jurisdiction:

This Hire Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

Signed to indicate that, I (hirer) accept and comply with the terms and conditions listed above (1-31):

X

Dated:

X