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Marwood Community Hall - Terms and Conditions of

Hire

Part 1: Standard ACRE Conditions of Hire

These Standard Conditions of Hire are based on the Model Conditions of Hire issued in February 2009 by Action for Communities in Rural England (ACRE) and approved by the Charities Commission. If the Hirer is in any doubt as to the meaning of the following terms and conditions, the Authorised Representative should be consulted.

Marwood Community Hall (the Hall) is administered by the Management Committee (the Committee) of Marwood Community Hall (company number 08809918, and registered charity number 1157216) (the Company) as corporate trustee for Marwood Community Hall, registered charity 293450 (the Charity).

Hiring is made on the basis of a Hiring Agreement between the Company (and Marwood School if applicable) and the Hirer who signs the Agreement. The Hirer is responsible for ensuring compliance with these Conditions of Hire.

The Hall and all surrounding grounds, including all parts of the school premises and surrounding playing fields, are NO SMOKING areas.

Supervision

The person who signs the Hiring Agreement is the Hirer, and is personally responsible during the period of the hiring for:

- supervision of the Hall and school grounds (if applicable), the fabric and the contents;
- care of the Hall and grounds, safety from damage however slight or change of any sort;
- the behaviour of all persons using the Hall (and school grounds), whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway.

The Hirer shall make good or pay for all damage (including accidental damage) to the Hall, the grounds, or to the fixtures, fittings or contents and for loss of contents.

Use of Premises

The Hirer shall not use the Hall and/or grounds for any purpose other than that described in the Hiring Agreement and shall not sub-hire or use the Hall and grounds or allow them 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 prior written permission of the Company.

Gaming, betting and lotteries

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

Licences

The Company does not hold a Premises Licence. If any licences, including a Performing Rights Licence, are required in respect of any activity in the Hall the Hirer should ensure that they hold the relevant licence. Relevant applications are annexed to these conditions.

Public Safety Compliance

The Hirer shall comply with all conditions and regulations made in respect of the Hall by the Fire Authority, Local Authority, 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.

- (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 located as shown in the diagram which is in the entranceway of the Hall.
 - 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, including the hatch which connects the hall with the kitchen.
- (b) In advance of any entertainment at the Hall, the Hirer shall check the following items:
- All fire exits are unlocked and panic bolts in good working order.
 - All escape routes are free of obstruction and can be safely used.
 - Any fire doors are not wedged open.
 - Exit signs are illuminated.
 - There are no obvious fire hazards on the premises.

Means of escape

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

Outbreaks of fire

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to Authorised Representative.

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 Hall is provided with a refrigerator.

Electrical appliance safety

The Hirer shall ensure that any electrical appliances brought by them to the Hall 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.

Indemnity

- (a) The Hirer shall indemnify and keep indemnified the Company, each member of the Committee and the Hall's employees, volunteers, agents and invitees against (i) the cost of repair of any damage done to any part of the Hall and grounds including the curtilage thereof or the contents; ii) 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 Hall and grounds (including the storage of equipment) by the Hirer; and (iii) 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 Hall and grounds by the Hirer.
- (b) The Hirer shall if necessary take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against the Hirer's liability under paragraph (a) above and all claims arising as a result of the hire.

The Company and Charity is insured against any claims arising out of its own negligence.

Accidents and dangerous occurrences

The Hirer must report all accidents involving injury to the public to the Authorised Representative as soon as possible and complete the relevant section on the End of Hire Checklist (Annex A). Any failure of equipment belonging to the Hall, Company or Charity 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. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

Explosives and flammable substances

There is a total ban on the use of fireworks or any form of pyrotechnics in or around the Hall and grounds. The Hirer shall ensure that:

- (a) Highly flammable substances are not brought into, or used in or on any part of the Hall or grounds.
- (b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Company. No decorations are to be put up near light fittings.

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 the Company. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

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 within the Hall 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. No illegal drugs may be brought into the Hall or onto the surrounding grounds.

Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the Hall, other than for special events agreed to by the Company. No animals whatsoever are to enter the kitchen of the Hall at any time.

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.

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 the Company and Charity 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.

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.

Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the Company 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 Company. The Company reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- (a) the Company reasonably considering that (i) such hiring will lead to a breach of any 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; or
- (b) the Hall and/or its grounds becoming unfit for the use intended by the Hirer

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

End of Hiring

The Hirer shall be responsible for leaving the Hall, grounds and surrounding area in a clean and tidy condition, including either the removal of all rubbish or placing such rubbish in available outside bins. All lights should be turned off and the Hall shall be properly locked and secured unless directed otherwise by the Authorised Representative and any contents temporarily removed from their usual positions properly replaced, otherwise the Company shall, in its sole discretion, be at liberty to make an additional reasonable charge.

Noise and nuisance

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning, and that the noise level and behaviour at their function are not such as to cause inconvenience, annoyance or offence to occupiers of nearby houses.

The Company reserves the right to terminate a booking where the Hiring has become disorderly or where offensive material or behaviour is in evidence.

Stored equipment

The Company accepts no responsibility for any stored equipment or other property brought on to or left at the Hall or its ground, and all liability for loss or damage is hereby excluded as far as possible under law. Unless agreed otherwise with the Authorised Representative, all of the Hirer's equipment and other property 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 rate, as published, until the same is removed.

The Company 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 may result in the Community Hall management committee disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charging the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

No alterations or attachments

No alterations, attachments or additions may be made to the Hall or grounds, nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part thereof without the prior written approval of the Company. If the Hirer acts otherwise then they shall be charged for any costs incurred in removing any article or restoring the Hall to its original condition.

No rights

The Hiring Agreement constitutes permission only to use the Hall and grounds (if applicable) and confers no tenancy or other right of occupation on the Hirer. And none of the provisions of this Agreement are intended to or will operate to confer any benefits pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.

Part 2: Special Conditions of Hire

The Special Conditions of Hire are set from time to time by the Committee and form part of each Hiring Agreement concluded with the Hirer. The Authorised Representative acts on behalf of and with the authority of the Committee and the Company.

Bookings and Hiring

The Hirer must be 18 years old or over.

When the Hirer is not known to the Authorised Representative, the Hirer may be asked to produce personal identification and proof of address.

Bookings will only be accepted on a completed Hiring Agreement form submitted to the Authorised Representative together with the due payment.

Regular and block bookings will be provisional until payment is made and in any case for any dates over a rolling period of six months ahead unless otherwise agreed. The Authorised Representative will advise the Hirer of any such bookings or any potential clashes.

Payment Terms

A deposit of 50% of the Hiring Fee is payable with the initial booking and acts as confirmation of the booking. The balance of the Hiring Fee and the Refundable Bond (and Special Bond if applicable) are payable in full at least 14 days before the event.

Maximum capacities

The maximum permitted numbers which may be accommodated in the Hall is 120 seated, 250 standing.

Premises Licence

The Company does not hold a premises licence.

The Company does not hold licences for Performing Rights. Hirers should be aware that royalties may be payable where music, films, plays etc. are performed or shown.

Hiring terms

The following terms apply to hirings by individuals for their own or charitable use; terms for regular and commercial use are subject to specific agreement.

- (a) The Hiring Fee is calculated according to the Hiring Rates published from time to time by the Company at; <https://marwoodcommunityhall.setmore.com/marwoodhallhire>
- (b) Unless agreed otherwise with the Company, a deposit of 50% of the Hiring Fee is payable on the initial booking and acts as confirmation of the booking.
- (c) The Refundable Bond (and Special Bond, if applicable) * is payable together with the balance of the Hiring Fee.
 - (d) The balance of Hiring Fee and Refundable Bond (and Special Bond) are payable in full at least 14 days before the event. If the full payment is not received before this time the booking will be deemed cancelled by the Hirer and cancellation terms will apply.

*A Refundable Bond is required against damage or loss incurred to the premises and contents by the Hirer or persons associated with the event, at rates shown in the Hiring Charges (as set out at; <https://marwoodcommunityhall.setmore.com/marwoodhallhire> and which may be varied at the absolute discretion of the Committee and Company. The Bond will be repaid in full 14 days after the event unless damage or loss has occurred or extra cleaning is deemed necessary. Deductions will be made before any refund, and extra charges may be levied if, in the opinion of the Committee and Company, cleaning, damage or loss, exceed the value of the Bond. Any refund of the Bond will be delayed until the full extent of costs has been assessed, with the Company acting reasonably.

Care of the premises and contents

The fabric, fittings and contents of the Hall have been provided at considerable cost to a high standard, with a solid wood sprung floor in the main hall. The following instructions are to be strictly observed and enforced by the Hirer.

- **The main hall floor** is high quality wood sports floor. On no account is anything to be dragged across it: a special trolley is provided to move chairs, and any other moveables, including tables, are to be lifted.
- **Attaching items:** No items, such as decorations, photos etc., are to be taped, stuck, pinned or otherwise attached to any part of the walls, woodwork or fittings.
- **Chairs** are kept in the Store Room stacked on trolleys. They should be returned to the Store Room after use and positioned as indicated on the Store Room plan.
- **Tables:** are stored folded vertically as indicated in the Store Room plan.
- **Kitchen appliances** are to be used only by competent persons aged at least 18. Operating instructions are provided for the wall mounted water heater, dishwasher, hobs and ovens. These instructions should be followed exactly. No other item of kitchen equipment may be used without the prior agreement of the Authorised Representative.
- The dishwasher must be emptied and drained before the kitchen is closed after use. The cooker, fridge, water heater, kettle and dishwasher are to be left switched off at their wall switches.
- **Kitchen equipment and utensils** used must be checked against the inventory displayed in the relevant space and replaced clean in their proper marked storage.
- **Audio and lighting equipment** may only be used by a person instructed in its use and specifically authorised in the Hiring Agreement.
- **Cleaning and condition:** the Hall should be found clean and ready in all respects for use by the Hirer. The Hirer should inspect the Hall at the beginning of the hiring and report any deficiencies, defects or shortcomings to the Authorised Representative as soon as possible, preferably prior to the period of use. Before vacating the Hall the Hirer is responsible for ensuring that the Hall is left fully fit for the next hiring, in particular that all surfaces, floor coverings, appliances, equipment and utensils are thoroughly cleaned and, where appropriate, returned to their proper storage. All rubbish must either be removed from the premises or placed in the outside bins marked for use by the Hall.
- Any damage, breakages or defects must be reported on the End of Hiring Checklist.

Heating

The Hall has underfloor heating: under no circumstances must the timers or switches for the underfloor heating be altered.

Safety of Vulnerable People

Hiring of the Hall for groups other than private parties involving children under 8 years of age or vulnerable adults will only be accepted if the organisation is locally known or can give evidence of affiliation to an appropriate governing body. Any individual who is not locally known wishing to run regular classes or events for unaccompanied persons under the age of 16 years, other than a private party, must produce a Criminal Records Bureau certificate before their hire will be accepted.

Car parking

Parking is available in the designated Hall car park for up to 20 cars. The lane leading to the Hall (to the left of the school) must not be obstructed. Parking is permitted in the School Car Park outside of School hours. Disabled Parking is available in the School Car Park. If there is a need for additional parking it is permitted to park on the left side of the public road against the school wall or bank higher up the lane, but be aware that tractors and other large vehicles do use this road, so cars should be parked as close as possible to the side – any parking is undertaken entirely at the owners' risk.

End of Hiring

The Hirer is responsible for completing and returning a signed copy, with the keys, at the **End of Hiring Declaration** as set out at Annex A. Failure to do this will necessitate a visit to the Hall by the Authorised Representative for which an automatic £20 charge will be deducted from the Bond.

Any damage, marks, stains, breakages or defects must be reported on the End of Hiring Declaration. A charge may be made at the discretion of the Committee for declared items, and at a higher rate for any undeclared items subsequently discovered.