

The Marshland Hall

Marshland and District Community and Sports Centre (MDCSC)

Beating at the Heart of the Community ❤️

www.marshlandhall.org.uk

Registered Charity No 1155766



Standard Conditions of Hire

These standard conditions apply to all hiring's of the premises. If the Hirer is in any doubt as to the meaning of the following, the Management Committee Chair, Secretary or Treasurer should be consulted.

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 and Damage

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 management committee, 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.

3. Use of Premises

The Hirer shall not use the premises for any purpose other than that described in 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 in respect thereof 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 current laws relating to gaming, betting and lotteries.

5. Licensable Activities

The Hirer shall ensure that the premises holds a Performing Right 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 premises the Hirer should ensure that they hold the relevant licence or that the premises hold it. (See Hiring Agreement for details of the PRS Licence, Premises Licence, and the requirement for a Temporary Event Notice for other licensable activities.)

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, and the premises Fire Risk Assessment or otherwise, particularly in connection to maximum numbers (188 seated in rows in main hall, 42 seated in rows in small hall) and 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 premises health and safety policy.

(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 hall.
- The location and use of fire equipment. (See hall notice board for premises plan and instructions)
- Escape routes and the need to keep them clear.
- Method of operation of escape door fastenings.
- The importance of fire doors and of closing all fire doors at the time of a fire.

(b) In advance of an entertainment or play 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 visible when the hall is dark.
- That there are no obvious fire hazards on the premises.

7. Means of Escape

All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit. The emergency lighting supply illuminating all exit signs and routes turns on automatically in the event of a fire

8. Outbreaks of Fire

All Hirers must make themselves, and any individuals using the premises as part of their Hire, aware of emergency escape routes and fire alarm procedures.

The Fire Service shall be called to any outbreak of fire, however slight, and details thereof shall be given to the centre manager or booking secretary

9. 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 current food temperature regulations. The kitchen is provided with a refrigerator which must be cleaned after use in accordance with food hygiene requirements.

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 current electricity regulations. Where a residual circuit breaker is provided the hirer **must** make use of it in the interests of public safety.

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 management committee, their 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 management committee, 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 each member of the management committee and the premises' employees, volunteers, agents and invitees against such liabilities.

(b) The management committee shall take out adequate insurance to insure the liabilities described in sub-clauses (a) (i) above and will in the case of non-commercial hirers, in its discretion, insure the liabilities described in sub-clauses (a) (ii) and (iii) above where the activities are regarded as for the benefit of the community. The management committee shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of the management committee and the premises' 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 management committee 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 Secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the rehire of the premises to another hirer.

12. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to a member of the management committee **as soon as possible** and complete the relevant section in the premises' accident book. Any failure of equipment belonging to the premises 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 Secretary will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR). The Incident Contact Centre can be contacted in any of the following ways:

- Telephone: 0345 3009923
- Website: www.riddor.gov.uk or via the HSE website: www.hse.gov.uk

13. Explosives and Flammable Substances

The Hirer shall ensure that:

(a) Highly flammable substances or Pyrotechnics 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) shall be erected without the consent of the management committee. No decorations are to be put up near light fittings or heaters.

14. 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 management committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

15. Drunk and Disorderly Behaviour and Supply of Illegal Drugs

Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. The Hirer shall ensure that care is taken to avoid excessive consumption of alcohol in order to avoid disturbing neighbours to the premises and avoid violent or criminal behaviour. Alcohol shall not be served to any person suspected of being drunk or 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.

16. Smoking

The Hirer and their 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 must be asked to leave the premises. The hirer will be responsible for any fines imposed as a breach of the regulations during their occupancy.

17. Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event as detailed in the hiring agreement. No animals whatsoever are to enter the kitchen at any time.

18. Ball games

The use of hard balls is not permitted inside the premises, this includes footballs. Only soft balls may be used and the Hirer is responsible for ensuring compliance with this.

18. 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. The hirer will ensure that music or other such loud noise ceases by midnight. A written request may be made to the committee at the time of booking to extend this deadline and if approved written confirmation will be issued.

20. Stored Equipment

The management committee 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 within the timescale agreed. Fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

The management committee 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 management committee 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.

21. 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 written approval of a member of the management committee. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the management committee remain in the premises at the end of the hiring. It will become the property of the centre unless removed by the hirer who must make good to the satisfaction of the management committee any damage caused to the premises by such removal.

22. Fly Posting

Fly-posting is displaying adverts and other promotional materials without permission, on buildings, posts, poles, litter bins and elsewhere in public. 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 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.

23. Sticking things onto walls and any other surface

Sellotaping items onto the walls and other surfaces, or using any other substance which may damage walls or surfaces, must not be used. Failure to comply with this could result in Hirers being charged for repairs / replacement / redecoration required should such damage occur.

24. Compliance with Safeguarding Children and Vulnerable Groups Legislation

The Hirer shall ensure that any activities for children comply with the provisions of current legislation and that only fit and proper persons who have passed the appropriate Disclosure and Barring Service (DBS) checks have access to children under 8. The Hirer shall also ensure that persons having access to children under eighteen and vulnerable adults comply with Safeguarding Authorities requirements. The Hirer shall provide the management committee with relevant details and a copy of their Child/Vulnerable Adults Protection Policy on request. This may include evidence that DBS checks have been completed where the Management Committee consider it appropriate.

25. Dangerous and Unsuitable Performances

Performances involving danger to the public or of a sexually explicit nature shall not be given.

26. 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.

27. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the management committee is unable to conclude a replacement booking, the question of the refund of the fee shall be at the discretion of the management committee. The management committee reserve 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 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 (advance notice may not be possible in such circumstances)

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

28. End of each Hire period

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, windows and doors properly locked and secured with heating and lighting switched off unless directed otherwise. If the kitchen area has been used to prepare or serve food then the kitchen and any equipment used must have a full hygiene clean down to remove any food particles and bacteria. Toilets should be checked for blockages and cleanliness. Any contents temporarily moved from their usual positions must be properly replaced. The management committee shall be at liberty to make an additional charge if any of the above are not carried out. The Hirer is responsible for ensuring the safe removal of all rubbish and waste when leaving the premises. The Management Committee will make a charge should any rubbish or waste not be removed.

29. No Rights of tenancy

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

30. Right to enter

The Trustees and Management Committee reserve the right to enter the premises during the hire period should the need arise to respond to complaints, check the building or undertake urgent repairs.

31. Reporting of damage and defects

The Hirer must report any damage or defects noticed on entering the building immediately and report any damage that occurs during their occupancy at the end of the hire or sooner if practicable and of an urgent nature.

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