

STANDARD CONDITIONS OF HIRE – RICKARDS HALL

The Standard Conditions of Hire are to be read with completing the Hiring Agreement

If the Hirer is in any doubt as to the meaning of the provisions of this Agreement, Town Council staff should be consulted.

1. **Supervision** The Hirer shall, during the period of hire, be responsible for:
 - the supervision and care of the premises, the fabric and contents, and shall safeguard them
 - from damage however slight, or change of any sort;
 - the behaviour of all persons using the premises, in whatever capacity;
 - proper supervision of car-parking arrangements so as to avoid obstruction of the highway.

As directed by the Proprietor, the Hirer shall make good or pay for all loss or damage (including accidental damage) to the premises or to the fixtures, fittings or contents.

2. Use of Premises

(a) THE PREMISES ARE A NO SMOKING AREA THROUGHOUT and the Hirer shall ensure compliance with this rule.

(b) The Hirer shall not sell, or permit the sale of alcohol, on the premises without the written consent of the Proprietor, and any such consent shall be conditional on the Hirer obtaining permission to sell alcohol pursuant to a Temporary Event Notice endorsed by Sevenoaks District Council. A copy of this Notice shall be delivered by the Hirer to the Appointed Representative not less than 7 days prior to the period of hire.

(c) 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 which may endanger the same or render invalid any insurance policies in respect thereof. (d) The Hirer shall not, without the written permission of the Proprietor, bring on to the premises any electrical or other equipment, machinery or plant. Decorations, bunting and candle lamps are also not allowed without such written permission.

3. Approvals

The Hirer shall be responsible for obtaining all such approvals as may be needed, including:

- (a) a Temporary Event Notice endorsed by Sevenoaks District Council for the sale of alcohol;
- (b) a licence from Phonographic Performance Limited for the public performance of recorded music including records, cassettes, CD's, discos, audio and video tapes.

(The Proprietor holds a licence from the Performing Right Society (PRS) which covers the Hirer for both live and recorded music. However, the playing of recorded music in public also requires a licence from Phonographic Performance Limited (PPL) which licenses the individual or organisation, not the venue. Note that the definition of "public use" by PPL is wide and includes member-only clubs, dancing classes, etc, but excludes purely private occasions such as wedding or birthday parties.

The Proprietor also holds a PPL licence for background recorded music only, e.g. music played during the interval of a "live" event, provided it is not part of the main event itself.)

4. Gaming, Betting and Lotteries

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

5. Capacity

The Hall can accommodate:

Party/Disco – up to 70 people max
Sit down function – 72 people max
Standing – 100 max

6. Auctions

The premises may not be used for any sale by auction without the prior written consent of the Proprietor.

7. Risk Assessment

The Hirer shall complete a Risk Assessment form for all events to which the public is admitted – this should be signed, dated and returned to Edenbridge Town Council.

8. Health and Hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant public health and hygiene legislation and regulations and also the “Kitchen Rules” of the Proprietor displayed in the Kitchen.

During school holidays, Hirers wishing to use the fridge/freezer should notify Council staff at the time of booking.

9. Electrical Appliance Safety

Any Hirer using electrical equipment in the Hall for the first time, e.g. stage lighting or special effects, MUST make contact beforehand with an appointed member of the Management Committee for guidance and/or instruction if necessary.

The Hirer shall ensure that any electrical appliance brought by him and used on the premises, with the consent in writing of the Proprietor, shall be safe, in good working order, used in a safe manner, and is PAT tested.

The Proprietor reserves the right to require the Hirer to remove from the premises any equipment with which it is not satisfied.

10. Indemnity and Insurance

The Hirer shall indemnify and keep indemnified the Proprietor from and against: (a) the cost of repair for damage or of loss of any part of the premises, or the contents, which may occur during the period of hire; and (b) all claims in respect of damage or loss of property or injury to persons arising as a result of the use of the premises by the Hirer.

The Proprietor has arranged public liability insurance for the benefit of all those who hire all or any part of the Hall under the terms of this Agreement. This insurance makes provision for claims arising from accidental injury and damage as set out in the Proprietor’s public liability insurance policy, a copy of which is available on request. The cover provided to the Hirer is subject to the terms and conditions of this policy and its indemnity limit of £5 million for any one accident.

This insurance is provided automatically, but if the Hirer would prefer to make separate arrangements, the Proprietor would have no objection.

The Proprietor’s public liability policy only provides cover for claims arising from the Hirer’s use of the Hall.

The Hirer is not responsible for any claims which arise from the Proprietor’s negligence.

11. Accidents and Dangerous Occurrences

Refer to Procedure in Case of Accidents on page 6 of the Health & Safety Policy.

12. Animals

The Hirer shall ensure that, except for Guide Dogs, no animals (including birds) are brought into the premises. No animals may enter the kitchen at any time.

13. Compliance with the Children Act

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Children Act and that only fit and proper persons have access to the children. No children may enter the kitchen at any time.

14. Fly Posting

The Hirer shall not carry out or permit fly posting, or any other form of unauthorised advertisement, for any event taking place in the Hall. Failure to observe this condition could lead to prosecution by the local authority. Notices or posters advertising events in the Hall may be posted in the external notice board on application through the Town Council.

15. 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.

16. Cancellation by Hirer

If the Hirer shall cancel the booking in writing not less than 14 days prior to the commencement of the period of hire, and the Proprietor is unable to conclude a replacement booking, a refund of 50% of the hiring fee will be allowed to the Hirer. If the Proprietor is able to conclude a replacement booking of equal value, a full refund shall be allowed and if of less value, the refund will be reduced accordingly.

In all other circumstances, the hiring Fee will be payable in full.

17. Cancellation by Proprietor

The Proprietor reserves the right to cancel this hiring in the event of:

- (a) the Hall being required for use as a Polling Station for a Parliamentary or Local Government election or by-election, or for use as a "Rest Centre" during a local emergency;
- (b) the Proprietor reasonably considering that such hiring will lead to a breach of any legal or statutory requirements, or that unlawful or unsuitable activities will take place on the premises as a result of the hiring;
- (c) the premises becoming unfit for the use intended by the Hirer.

In any such case, the Hirer shall be entitled to a full refund of any monies paid in advance, but the Proprietor shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

18. 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 and all lights turned off.

All contents temporarily removed from their usual position shall be properly replaced; otherwise the Proprietor shall be at liberty to make an additional charge.

All waste matter shall be removed by the Hirer from the premises, but any blue sacks previously obtained from the Council shall be stacked neatly at the rear of the building.

19. Noise

The Hirer shall ensure that a minimum of noise is made on arrival and departure, particularly late at night. The north facing doors and windows of the Hall must be kept closed during all musical performances or events in order to avoid undue annoyance to neighbours. The Hirer shall not permit the playing or performance of music (whether live, recorded or broadcast) after 11.30pm.

20. Stored Equipment

The Proprietor accepts no responsibility for any property brought on to or left on the premises and all liability for loss or damage is hereby excluded. All equipment or other property (other than that stored by previous arrangement) 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.

21. No Alterations

No alterations, nor additions, may be made to the premises, nor may any fixture 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 Proprietor.

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