

STANDARD CONDITIONS FOR HIRE

1. Definitions, Statements, Policies and Notices

1.1 In these Standard Conditions of Hire:

"Agreement" means the Hiring Agreement annexed

"The Charity" means the organisation referred to in paragraph 1.1 of the Agreement

"Conditions" means these Standard Conditions of Hire

"End Date" means the date specified in paragraph 5 of the Agreement

"Hirer" shall mean the person or organisation named in paragraph 1.2 of the Agreement

"Hiring Fee" shall mean the Hiring Fee referred to in paragraph 11 of the Agreement

"Hiring Period" means the period or periods shown as Dates of Hiring in paragraph 4 of the Agreement

"Premises" means the Room(s) and Additional Facilities comprised affirmatively in paragraphs 6 and 7 of the Agreement

"Property" means the Property defined at paragraph 2 of the Agreement

"Purpose of Hiring" means the purpose set out in paragraph 3 of the Agreement.

1.2 The Hirer acknowledges that the Hirer's representative has received a copy of, and the Hirer is aware of:

1.2.1 The Charity's Privacy Notice

1.2.2 The Charity's Safeguarding Policy

1.2.3 The Charity's Health and Safety Policy

1.2.4 The Charity's Objectives, Statement of Faith and Hiring Policy.

2. Acceptance of Conditions and basis of Hire

2.1 The use and occupation of the Premises or part of the Premises is permitted only on the basis of the Conditions. The Charity reserves the right to alter or modify the Conditions or to impose other conditions in any particular case. The completion of the Hiring Agreement shall constitute an acceptance of the Conditions. In the interpretation of the Conditions the singular shall be deemed to include the plural and the masculine gender shall be deemed to include the feminine and neuter genders. Further, any obligation undertaken by more than one person shall be joint and several.

2.2 The Hirer acknowledges that no tenancy is intended to be created between the Charity and Hirer, no relationship of landlord and tenant exists between the Charity and the Hirer and the Hiring Agreement does not confer any other right of occupation on the Hirer.

2.3 The Hirer shall not sub-hire or assign to any third party the Premises or any part of the Premises nor the benefit of the Agreement. The Hirer shall not permit during the Hire Period any other party to use the part or parts of the Premises included in the Agreement.

2.4 The Charity reserve the right of entry for its representative, a police officer on duty or a member of the ambulance service, fire brigade or a safety officer, to access to and remain on any or all parts of the Premises at all times. The Charity also reserves the right to refuse admission to, or remove from the Premises, any person or persons without stating any reason therefor. The Charity shall not be liable to pay any refund or compensation arising from such exclusion.

2.5 The Charity may by notice to the Hirer change the location within the Property which the Hirer may use and, the Hirer having been notified of the change of location, the Agreement shall apply to the changed location instead of the previous location.

2.6 If the Hirer wishes to cancel a booking before the Hiring Period commences and the Charity is unable to arrange a replacement booking, the Charity may at its absolute discretion refund the Hiring Fee(s) (less the Security Deposit) but shall be under no obligation to do so. In the event of the Charity cancelling the booking, prior to the commencement of the Hiring, all Hiring Fees (including the Security Deposit) paid by the Hirer shall be refunded.

3. Payment of the Security Deposit and Hire Fees

- 3.1 The Hirer shall pay the Security Deposit on signing the Agreement. The Security Deposit is to be held by the Charity against the arrears of the Hiring Fee and the cost or anticipated cost of damage to the Premises or replacement of fittings at the Premises where damage is caused during the Hiring Period and the Charity will retain as much as it considers necessary to cover such cost, without prejudice to Condition 16 below. The Security Deposit shall be refundable to the Hirer in the event of the Charity cancelling the booking in advance of the Hiring Period. Upon termination of the Hiring Period the Security Deposit shall be repaid to the Hirer without interest within 14 days less any deduction made by the Charity to cover any sums due but unpaid under the terms of the Agreement and the actual or anticipated cost of remedying any damage or replacing any fittings where damage has been caused during the Hiring Period in breach of the Conditions.
- 3.2 The Hirer shall make all payments to the Charity in the manner and on the due dates set out in paragraphs 11, 12 and 13 of the Agreement. The Hirer shall pay the Hiring Fee in full (or the amount due in respect of the first month of the Hiring Period as the case may be) before the commencement of the first date of the Hiring Period. Failing receipt of any Hiring Fees, any provisional bookings shall be cancelled.

4. Use of the Premises

- 4.1 The Hirer shall not use the Premises for any purpose other than the Purpose of Hiring and shall not 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.
- 4.2 The Charity gives no warranty that the Premises are legally or physically fit for the Purpose of Hiring.
- 4.3 All persons using the Premises or bringing items on to the Premises do so entirely at their own risk.
- 4.4 The Hirer or some other person authorised by the Hirer shall be present throughout the period of use of the Premises by the Hirer to be responsible for the safe and efficient supervision of the Premises including but not limited to the effective control of all persons present and the orderly and safe departure of all persons from the Premises in the case of an emergency evacuation.
- 4.5 The preparation of any food at the Premises must be supervised by a suitably qualified person at all times.
- 4.6 No pets or animals (except assistance dogs) are permitted to be present on the Premises.
- 4.7 No contaminative or hazardous substances nor anything of an especially combustible, inflammable (including internal decorations of a combustible nature such as polystyrene or cotton wool) or explosive nature may be brought on to or remain at the Premises.
- 4.8 Where keys, keycards or access codes are issued to the Hirer, they are issued on the basis that:
- 4.8.1 they remain the property of the Charity;
 - 4.8.2 they are for the use of the nominated key holders only;
 - 4.8.3 they are not to be copied or passed to any other person;
 - 4.8.4 where an access code is provided to the Hirer, it must remain confidential and not be communicated to any other person;
 - 4.8.5 they will not be issued to anyone who has been convicted or cautioned concerning abuse of children young people or other vulnerable persons.
- 4.9 No bolts, nails, tacks, screws, pins, hooks, spikes, strong adhesive or other such like objects may be used or driven into in or on any part of the Premises its fabric furnishings and no adhesive products may be used on the walls of the Premises.
- 4.10 Other furniture should not be brought on to the Premises without the express prior consent of the Charity or the Charity's Representative.
- 4.11 No decorations are to be put up near light fittings or heaters.
- 4.12 The Hirer must not store at the Premises any property on the Premises except to the extent agreed in advance as part of the Premises. Any agreed storage shall not confer exclusive possession on the Hirer and the Charity reserves the right to relocate stored goods at any time and for any reason. The Charity accepts no responsibility for any stored equipment or other property brought on to or left at the Premises and all liability for loss or damages are excluded.
- 4.13 The Hirer must report to the Charity any matter of potential interest as it arises, such as:
- 4.13.1 damage to the Property or the Premises or injury to any person caused or arising from their use of the Premises, or
 - 4.13.2 any damage injury or loss arising from their breach of the Conditions whether directly or indirectly in any way whatsoever, or

- 4.13.3 any breach of safeguarding guidance or regulation at the Premises during the Hiring Period while the Hirer is occupying the Premises leading to a complaint.
- 4.14 The Hirer shall not permit more than the maximum number of people shown in the Agreement to be at the Premises at any one time. If the Hirer wishes to vary the seating arrangements in the Premises, the Charity may agree to vary the same so long as the maximum permitted number of people for the Premises is not exceeded. The Charity shall have the right to require people in excess of maximum permitted number to leave either a room or, at the Charity's or the Charity's Representative's discretion, the Premises.
- 4.15 The Hirer shall during the Hire Period be responsible for supervision and security of the Premises, protection of the fabric and contents from damage and the behaviour of all persons using the Premises, including proper supervision of car parking arrangements (if any) so as to avoid obstruction of the highway. The Hirer shall ensure that no drunk and disorderly, abusive and violent person is permitted to enter, remain or otherwise make use of the Premises. The Hirer is responsible for maintaining adequate control, supervision and quiet and orderly conduct of the Premises. The Hirer shall not cause or permit to be caused any nuisance to other occupiers of the Premises or any adjoining premises and will take particular care to ensure that the minimum of noise is made on arrival and departure from the Premises.
- 4.16 This paragraph 4 and its sub-paragraphs apply also to the curtilage and means of access within the Property to and from the Premises.

5. Signage and Advertisements

No external or internal decorations, flags, emblems, posters, placards, advertisements or notices shall be displayed upon or outside the Premises without the previous express consent of the Charity or the Charity's Representative. The Hirer shall not carry out or permit flyposting or any other form of unauthorised advertisements for any event taking place at the Premises and shall indemnify and keep indemnified the Charity accordingly against all actions, claims and proceedings arising from any breach of this condition.

6. Electrical Equipment and Installation

The Hirer shall ensure that any electrical appliances brought by the Hirer into 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 (as amended from time to time). Where a residual circuit breaker is provided the Hirer must make use of it in the interest of public safety. The Charity may, at its sole discretion, require that any electrical equipment shall not be used and, if the Charity think fit, may require such equipment to be removed from the Premises. All temporary electrical installations are to be provided by approved electrical contractors and must comply with the requirements of the current edition of IEE "Regulations for Electrical Installations". If required by the Charity the Hirer must provide a valid portable appliance test certificate for any electrical appliances or equipment to be brought onto the Premises by the Hirer.

7. Smoking, Drugs, Alcohol and Gaming

The Hirer shall not allow smoking or the consumption of drugs or any other illegal substances on the Premises. The Hirer will ensure that during the Hire Period no alcohol is supplied, kept or consumed on the Premises. 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, and the Premises shall not be used at all for the purpose of gaming.

8. Trading

The Hirer shall not carry on any trade or allow trading to take place from the Premises during the Hire Period, unless agreed in writing by the Charity.

9. Food Hygiene

The Hirer shall, if preparing or serving food or drinks, observe all relevant food, health and hygiene regulations and in particular the Food Safety Act 1990 and the Food Safety & Hygiene (England) Regulations 2013 as amended from time to time.

10. Access Ways

The Hirer must maintain clear and free access for all gangways, fire doors, fire aisles, fire-fighting equipment, disabled access areas, corridors, vestibules, entrances, exits and staircases serving the Premises. The Hirer shall not obstruct or allow the obstruction (which shall include the parking of any motor vehicle) of any entrances, access ways, communal areas, roads or footpaths on or serving the Property and must not hinder or interfere with the use of them by any person or persons lawfully entitled to use them.

11. Health and Safety

The Hirer and anyone acting for and with the Hirer shall comply in all aspects with the Health and Safety at Work Act 1974 (as amended from time to time) and all subsequent related legislation and regulations in so far as they are applicable. The Hirer shall comply with all conditions and regulations made in respect of the Premises by the Fire Authority, Local Authority, Local Licensing Authority or otherwise, particularly (without prejudice to the generality) in connection with any event which constitutes regulated entertainment or which is attended by children. The Hirer will ensure that he is aware of the location and use of fire equipment in the Premises, the escape routes, methods of operating escape door fastenings, 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 and that there are no obvious fire hazards on the Premises. The Fire Brigade shall be called to any outbreak of fire, however slight and details given to the Charity or Charity's Representative. The Hirer must submit, if required by the Charity, a risk assessment for any materials or actions that might introduce a hazard or increase any risk. The Hirer is also responsible for providing first aid facilities if deemed to be required by the Charity for the Purpose of Hiring.

12. Licences, Consents and Permits

The Hirer is responsible for obtaining and paying for any consent or licence or permit for any activity at the Premises including without prejudice to the generality:

- 12.1 any licence necessary from the PRL PRS Ltd and/or a Temporary Event Notice required to lawfully use the Premises, and
- 12.2 any licence required for a public performance involving music, singing or dancing including the permission of the copyright owner of copyright material used as necessary.

13. Safeguarding

- 13.1 The Hirer is responsible for ensuring that when children, young people or adults at risk are present on the Premises the relevant legislation, guidance (including HM Government's statutory guidance Working Together to Safeguard Children July 2018 (and any amendment or replacement thereof) and best practice in connection with their care and supervision are observed.
- 13.2 The Hirer must comply with the Children Act 1989 and the Safeguarding of Vulnerable Groups Act 2006 (as amended from time to time) and all regulations thereunder so far as relevant.
- 13.3 The Hirer must ensure all paid staff and volunteers (if any) have been subject to DBS checks as required by HM Government guidance and have completed the appropriate level of Safeguarding training.
- 13.4 The Hirer is responsible for ensuring that children, young people and adults at risk are protected at all times by taking all reasonable steps and by having any necessary insurance in place.
- 13.5 The Hirer must respond without delay to every complaint which suggests that a child, young person or adult at risk has been harmed or is at risk of harm and co-operate with the police and Children's and Adult Services in any investigation.
- 13.6 The Hirer must abide by their own Safeguarding Policy if they have one or the Charity's Safeguarding Policy.

14. General Data Protection Regulation (GDPR)

The Hirer's and the Hirer's Representatives' personal data will only be used for the purpose of this hire. Such personal data will be treated as confidential and not shared with third parties. Copies of the Charity's GDPR Policy and Privacy Notice is available on the Charity's website or upon request.

15. Termination or Suspension of the Agreement by reason of Force Majeure or other causes

- 15.1 The Charity shall not be liable for any loss or damage caused by any interruption in or failure to provide any part of the Premises or Additional Facilities where such failure is due to causes beyond the control of the Charity. If the Charity by reason of circumstances beyond its control, fails to provide parts of the Premises or any material part of the Premises required for the booking requirement and Purpose of Hiring at the beginning of the Hire Period (unless the parties otherwise agree) the Agreement will terminate forthwith.
- 15.2 The Charity reserves the right to terminate the Hiring Agreement if and when it discovers or is made aware that the Purpose of Hiring, whether stated in the Agreement or not, is considered to be unsuitable or not permitted within the purpose(s) of the Charity or in the opinion of the Charity may compromise the purpose(s) of the Charity or in some way poorly reflect on the Charity or if the Charity reasonably anticipates a breach of any of the Conditions or the event is likely to be objectionable or undesirable or could cause a breach of the peace or could cause damage to the Premises. The Charity will be under no liability whatsoever to the Hirer or any sub-hirer for any loss or damage which they may sustain in consequence of such termination. If the Agreement terminates under this condition 15.2, the Hirer shall be repaid all sums which would have been or have been paid under the Hiring Agreement in respect of any period after the date of termination apportioned on a daily basis subject to the deduction of an amount equal to the sum of any costs incurred by the Charity pursuant to the Hiring Agreement up to the date of termination.
- 15.3 The Charity may terminate any period of hire which in the opinion of the Charity is not properly conducted or does not have due regard for the status and main use of the Property by the Charity or which in the opinion of the Charity interferes excessively with the normal activities, ministry or mission of the Charity or which does or may breach any of the Conditions.
- 15.4 In this condition 15 "causes beyond its control" or similar include, without prejudice to its generality, fire, flood, tempest, riot, civil commotion, national emergency, explosion of any kind, war, shortage of materials, breakdown of machinery, government restriction, the demise of a public figure resulting in the Premises being required in connection with public mourning or memorial, a health and safety concern, the need for the use of the Premises for civil protection purposes such as in the event of a natural disaster or community use such as a Polling Station, interruption of transport, water, electricity, gas, communication links or other services and the need to execute urgent repairs to the Premises which may cause the Premises to be temporarily closed or the hire to be interrupted or cancelled.

16. Loss, Damage and Injury

- 16.1 The Hirer shall indemnify the Charity against the cost of repairing all damage, which may be done to the Premises or other parts of the Property and the cost of repairing or, if necessary, replacing any fixtures, fittings, furniture or other moveable effects thereon damaged or destroyed, arising through or in the course of the Hiring, and against the cost of making good, repairing and replacement thereof. The Charity shall be sole judges of the nature and amount of any damage done or loss suffered. The Hirer is also responsible for any contractors or sub-contractors in connection with the Hiring and shall indemnify the Charity in respect of the cost of repair of any damage and in respect of any liability to third parties or otherwise arising out of the use of the Premises for the Hiring.
- 16.2 The Hirer shall indemnify the Charity against all costs, claims, expenses, demands, actions or proceedings, in respect of any damage to, or loss, theft or removal, of property in the Premises belonging to any person other than the Charity and any loss or damage suffered or sustained by any person in consequence of the death or injury of any person howsoever or by whomsoever caused, which shall occur whilst such property or such person is in or upon or entering or leaving the Premises or arise from any accident or occurrence which shall occur while such person is in, or on, any part of the Premises during the Hiring Period pursuant to the Hiring Agreement or in any other way in connection with the Hiring.
- 16.3 The Hirer shall indemnify and keep indemnified the Charity and its officers and servants from and against all costs, actions, expenses, claims, proceedings, losses, damages and demands whatsoever and howsoever arising directly or indirectly from, or in consequence of, the non-observance or non-performance of any of the Conditions by the Hirer or by any person entering, or being in the Premises or any part thereof pursuant to the hire, which the Hirer shall use or have the right to use, at any time during the Hiring Period or by any act or omission by the Hirer or anyone acting for him.

17. Insurance

- 17.1 The Hirer shall in all respects comply with all conditions, which may be imposed by the Charity's insurers in respect of any special or additional risks involved in the Hiring.
- 17.2 The Hirer shall take out before the commencement of the Hiring Period and maintain during the Hiring Period insurance in respect of his liabilities under Condition 16 above. The Hirer must produce on request evidence of Third-Party Public Liability Insurance to a minimum limit of Indemnity of at least £5 million and Employer's Liability Insurance to a minimum limit of Indemnity of £5 million. The Hirer must arrange insurance to cover liabilities arising from or as a result of the hire during the Hiring Period and evidence of this must be produced to the Charity or Charity's Representative on demand. The Charity reserves the right to cancel the Hiring Agreement without notice if satisfactory insurance cover is not produced.

18. Cleaning, Tidying and Moving Furniture

The Hirer shall at the end of each session the Hiring Period ensure that the Premises used by the Hirer are in a clean, tidy and smoke free condition, undamaged and free from rubbish and remove from the Premises any items which have been brought into the Premises in connection with the Purpose of Hiring, other than items brought in by the Charity. If in the opinion of the Charity the Hirer has failed to comply with this condition, the Charity may without prejudice to paragraph 19 below, act, at the Hirer's expense, to do all that is necessary to ensure compliance. After each use of the Premises all furniture and equipment must be left in the same position as at the commencement of the Hiring Period and the Hirer must ensure that all lights are turned out and all doors and windows properly secured.

19. Storage

If the Hirer fails to remove stored equipment within seven days after the Hiring Period or the agreed storage period has ended, the Charity reserves the right to dispose of any such items by sale or otherwise on such terms and conditions as it thinks fit and charge the Hirer any cost incurred in storing and selling or otherwise disposing of the same. The Charity will not be responsible for insuring any stored equipment and the Hirer should make arrangements for the Hirer's own cover.

20. Security

The Hirer shall be responsible at the end of each session of the Hiring Period, unless directed otherwise by the Charity or Charity's Representative, to leave the Premises and curtilage properly locked and secured, closing all opened windows and turning off all gas appliances, electric heaters and lights, except for the emergency lighting. Keys and keycards (if any) for the Premises should be returned to the Charity's Representative.

21. Vacation at end of Hiring Period

The Hirer must fully vacate the Premises by the end of the last session of the Hiring Period on the End Date.

22. Cancellation of a session and Termination of the Agreement

- 22.1 The Charity reserves the right to cancel any session of the hire on not giving less than the Notice Period specified in the Agreement (except in case of emergency when less notice than the Notice Period may be given) and to determine the Agreement at any time in the event of a material breach of any of the Conditions.
- 22.2 The Hirer must give the Notice Period specified in the Agreement to the Charity of any cancellation of a session of the hire and it shall be at the discretion of the Charity as to whether any refund of or release of the Hiring Fee is given to the Hirer.
- 22.3 Service of such cancellation notice is sufficient if it is in writing to the respective addresses of the Hirer and the Charity or by email to the Hirer or to the Charity at the email addresses shown in the Agreement.
- 22.4 Subject to the Conditions the Agreement terminates on the End Date.

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