

Corbridge Community Partnership

Standard Conditions of Hire for Corbridge Community Hub

Contents

2.	<i>Use of Premises</i>	1
3.	<i>Gaming, Betting and Lotteries</i>	1
4.	<i>Licences</i>	2
5.	<i>Public Safety Compliance</i>	2
6.	<i>Means of Escape</i>	2
8.	<i>Health and Hygiene</i>	3
11.	<i>Insurance and Indemnity</i>	3
	<i>Use of Corbridge Community Hub: Safety Advice</i>	7
	<i>Corbridge Community Hub: Fire Exits and Utilities</i>	8

These standard conditions apply to all hiring of the Community Hub, which is the responsibility of Corbridge Community Partnership. If the Hirer is in any doubt as to the meaning of the following, the Authorised Contact named on the hire agreement should immediately be consulted.

1. 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 Authorised Contact, 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.

2. 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.

3. 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.

4. Licences

The Community Hub holds a Music Licence which permit the use of copyright music in any form e.g., record, compact disc, tapes, radio, television or by performers in person. This does not cover music played by commercial hirers (e.g., for an aerobics class). If other licences are required in respect of any activity in the Community Hub, the Hirer should ensure that they hold the relevant licence, or the Community Hub holds it.

5. 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 Hall'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.

- (a) The Hirer acknowledges that they have received the general safety advice which is part of these conditions, and 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. (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 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 illuminated.
 - That there are no obvious fire hazards on the premises.

6. 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).

7. Outbreaks of Fire

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

8. 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 premises are not provided with a refrigerator and thermometer.

9. 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.

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

11. Insurance and Indemnity

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 Community Hub 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 Community Hub 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 the Hirer shall indemnify and keep indemnified accordingly each member of the Community Hub management committee and the village hall's employees, volunteers, agents and invitees against such liabilities.

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 Community Hub secretary.

Failure to produce such policy and evidence of cover will render the hiring void and enable the Authorised Contact to rehire the premises to another hirer.

The Community Hub is insured against any claims arising out of its **own** negligence.

12. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to the Authorised Contact **as soon as possible** and complete the relevant section in the Community Hub's accident book. Any failure of equipment belonging to the Community Hub 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. The Authorised Contact will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

13. 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 Authorised Contact 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 Authorised Contact. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

15. Drunk and Disorderly Behaviour and Supply of Illegal Drugs

Sale or consumption of alcohol is not normally permitted.

If special permission has been granted, 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.

16. Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by the Authorised Contact. No animals whatsoever are to enter the kitchen at any time.

17. Safeguarding Children and Vulnerable Adults.

The Hirer shall ensure that any activities for children, young people and other vulnerable groups shall only be provided by fit and proper persons in accordance with the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, the hirer shall provide a copy of their Safeguarding Policy and confirmation that relevant checks have been carried out through the Disclosure and Barring Service (DBS)

18. 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 Community Partnership 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.

19. 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.

20. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the Community Hub 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 Community Hub. The Community Hub 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 Community Hub 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.

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

21. 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 Community Hub shall be at liberty to make an additional charge.

22. 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.

23. Stored Equipment

The Community Hub 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 Community Hub may, in its discretion in any of the following circumstances, namely (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 dispose 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.

24. 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 Authorised Contact. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Community Hub remain in the premises at the end of the hiring. It will become the property of the Community Hub 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.

25. No Rights

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

26. Dangerous and unsuitable performances

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

Use of Corbridge Community Hub: Safety Advice

It is the intention of Corbridge Community Partnership to comply with all health and safety legislation and to act positively where it can reasonably do so to prevent injury, ill health or any danger arising from its activities and operations.

Employees, volunteers, hirers and visitors will be expected to recognise that there is a duty on them to comply with the practices set out by the committee, with all safety requirements set out in the hiring agreement and with safety notices on the premises and to accept responsibility to do everything they can to prevent injury to themselves or others.

The committee has carried out risk assessments. The following practices must be followed in order to minimise risks:

- Make sure that all emergency exit doors are clear and unlocked as soon as the hall is to be used and throughout the hiring. If 60 or more people in church, exit doors to street must be locked open using hooks provided.
- Do not operate or touch any electrical equipment where there are signs of damage, exposure of components or water penetration etc.
- Do not work on steps, ladders or at height until they are properly secured and another person is present
- Do not leave portable electrical or gas appliances operating while unattended
- Do not bring onto the property any portable electrical appliances which have not been Portable Appliance Tested.
- Do not attempt to move heavy or bulky items (e.g. stacked tables or chairs) - use the trolleys provided
- Do not stack more than five chairs
- Do not attempt to carry or tip a water boiler when it contains hot water. Leave it to cool.
- Do not allow children in the kitchen except under close supervision (e.g. for supervised cookery lessons or, in the case of older children, for supervised serving of food at functions). Avoid overcrowding in the kitchen and do not allow running.
- Wear suitable protective clothing when handling cleaning or other toxic materials

Be aware and seek to avoid the following risks:

- creating slipping hazards on stairs, polished or wet floors – mop spills immediately
- creating tripping hazards such as buggies, umbrellas, mops and other items left in halls and corridors
- Tripping/falling on step from the corridor into the small hall(schoolroom)
- use adequate lighting to avoid tripping in poorly lit areas
- risk to individuals while in sole occupancy of the building
- risks involved in handling kitchen equipment e.g. cooker, water heater and knives
- creating toppling hazards by piling equipment e.g. in store cupboards.

Report any evidence of damage or faults to equipment or the building's facilities to one of the Authorised Contacts. Record every accident in the accident book

Corbridge Community Hub: Fire Exits and Utilities

