

# Conditions of hire

## John Cumber Hall

### 1 Hiring Agreement

- 1.1 Please retain and ensure that these Conditions of Hire are read and understood. By signing the Hire Application Form, you agree to all the conditions set out in this document.

### 2 Access and security

- 2.1 The Hirer may access the Premises only within the agreed duration of the hire. The Hirer must ensure all setting up and clearing away takes place within this period.
- 2.2 The Hirer shall ensure the Premises are kept secure for the duration of the hire.
- 2.3 Arrangements for access to the Premises will be made shortly before the beginning of the hire period.
- 2.4 The Council may provide a set of keys for regular users for which it may charge a deposit. These keys remain the property of the Council and, on request, must be returned to the Council.

### 3 Accidents and dangerous occurrences

- 3.1 The Hirer must report all accidents involving injury to the public to the Council as soon as possible by phone or email, including details of where, when and how the accident happened and who was affected.
- 3.2 The hirer shall ensure the appropriate medical assistance is sought, or an ambulance is called.
- 3.3 Any failure of equipment, either that belonging to the Premises, or brought in by the Hirer must also be reported as soon as possible.

### 4 Additional rights of the Council

- 4.1 The Council reserves the right to inspect the Premises at any time.
- 4.2 The Council reserves the right to refuse any individual or organisation the right the hire the Premises. Any dispute between the Hirer and the Council will be decided by a meeting of Theale Parish Council whose decision will be final.

### 5 Age

- 5.1 Hirers shall be aged 21 years or over at the time of application.

### 6 Alterations and fixings

- 6.1 Nothing whatsoever may be attached in any way to any part of the Premises without the prior written approval of the Council. This includes party decorations and posters. The

Hirer will be charged for the removal of such items and renovation of the fabric of the building.

- 6.2 Items may be fixed to the noticeboards **only** with the express written consent of the Council.

## 7 Block booking

- 7.1 A block booking is defined as a series of weekly hires for the duration of the school term, possibly with a half-term break. Payment is made either monthly or termly in advance. Block bookings may be subject to a reduced fee.

## 8 Cancellation

- 8.1 If the Hirer cancels the booking before the date of the event and the Council is unable to arrange a replacement booking, the Council may, at its discretion, require a further payment of hire fees or withhold part of the deposit and hire charge already paid.

- 8.2 The Council reserves the right to cancel a hire in the event of the Premises being required:

- a for use as a Polling Station for a Parliamentary, Local Government or by-election or referendum or
- b for a Parish Council meeting.

- 8.3 or if the Council reasonably considers that:

- a such hiring may lead to a breach of the licensing conditions, or other legal or statutory requirements
- b unlawful or unsuitable activities may take place at the Premises as a result of the hiring or
- c the Premises have become unfit for the use intended by the Hirer.

- 8.4 In any such case the Hirer shall be entitled to a refund of any deposit or hire fees already paid, but the Council shall not be liable for any resulting direct or indirect loss or damages whatsoever. If the booking is subsequently cancelled, a percentage of the hire charge may be retained.

## 9 Car parking

- 9.1 Vehicles are parked at the owners' risk and may be parked only in the allocated spaces. The Hirer shall supervise car parking to avoid obstruction of the highway.

## 10 Cleaning

- 10.1 The Hirer shall ensure the Premises and its contents are left clean and tidy. If the kitchen is used, it is the responsibility of the Hirer to ensure that the floor is swept and all worktop surfaces are wiped clean.

- 10.2 The refrigerator must be emptied at the end of each hire period and left clean.

## 11 Contents

- 11.1 The Hirer shall ensure:

- a no glassware, cans or other receptacles, furniture, equipment or other item belonging to the hall is taken from the interior of the Premises for whatever purposes
- b all equipment, chairs and tables have been returned to their storage positions safely, the Premises are cleared of people, all lights switched off, and the building secured, except for any facilities or room or public area in use by another continuing hire.

## 12 Fire regulations

12.1 The Hirer is responsible for fire safety for the duration of the hire period.

12.2 All electrical equipment brought onto the Premises by the Hirer must have a valid PAT (Portable Appliance Testing) certificate.

12.3 The Hirer shall ensure:

- c all fire exits are unlocked and in working order
- d escape routes are free from obstruction at all times
- e all fire fighting equipment is in place and unobstructed (extinguishers may not be removed used as door stops)
- f the Emergency Exit signs are illuminated
- g all persons attending the hall are aware of the locations of the fire exits and the Evacuation Meeting Place
- h the Fire and Rescue Service is called to any outbreak of fire and details are given to the Council
- i no Barbeques, LPG appliances or highly flammable substances are brought onto the Premises.

## 13 Indemnity

13.1 The Hirer shall indemnify and keep indemnified the Council against:

- a the cost of repair of any damage done to any part of the Premises including the curtilage thereof or the contents of the Premises
- b all actions, claims, and costs of proceedings arising from any breach of the Hall Conditions
- c all claims in respect of damages, including damage for 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.

13.2 As directed by the Council, the Hirer shall pay for all damage (including accidental damage) to the Premises or to the fixtures, fittings or contents and for loss of contents.

13.3 The Hirer shall notify the Council of any damage to the Premises or its fixtures, fittings or contents or loss of contents immediately.

13.4 The Council shall not be liable for any loss or damage to the Hirer's goods, or the goods of any person admitted to the premises by the Hirer, however caused.

## 14 Insurance

- 14.1 The Council will not accept responsibility for the actions of third parties during the hire period. The Hirer is responsible for ensuring that any catering company or other external organisation has relevant and appropriate insurance, which shall include public liability insurance.
- 14.2 All group and commercial hirers must provide Public Liability insurance (£5,000,000 minimum indemnity).
- 14.3 The Council does not take responsibility or provide insurance cover for any electrical appliances or equipment brought onto the Premises by the Hirer.

## 15 Licences

- 15.1 The Hirer shall ensure that the users:
- a do not contravene the law relating to gaming, betting and lotteries
  - b comply with all conditions and regulation required by the Licensing Act, particularly in connection with events which include public dancing, music, stage plays, films or similar entertainment taking place at the Premises
- 15.2 The Hirer shall be responsible for obtaining any licences which may be needed for the sale of intoxicating liquor and other licences or permissions required by statutory authority.

## 16 Noise

- 16.1 For the benefit of local residents, the persons attending the hall shall:
- a conduct themselves in an orderly and responsible manner when arriving at and leaving the Premises
  - b recognise the fact that the Premises are situated in a residential neighbourhood and conduct themselves accordingly by, for example, taking care not to slam car doors, especially late at night, and not playing music or making other sounds at inappropriate levels.
- 16.2 All hire periods shall cease by 10:30pm on Mondays to Saturdays and 10pm on Sundays. The Premises (including the car park) must be vacated by these times.

## 17 Other responsibilities of the Hirer

- 17.1 The Hirer shall ensure they understand and abide by the Conditions of Hire. Furthermore, the Hirer shall ensure:
- a no equipment is left on the Premises outside the hire period
  - b any equipment or electrical appliances brought onto the Premises and used there shall be certified safe and in good working order, and used in a safe manner
  - c no animals (including birds), except guide dogs are brought into the building, without written permission of the Council on the occasion of a special event or hire agreed to by the Council
  - d the kitchen is checked at the end of the hire period to make sure all taps and electrical equipment are off

- e all lights are off and windows and doors closed at the end of the hire period.

## 18 Overcrowding

- 18.1 The hirer is responsible for ensuring the hall does not become overcrowded.

## 19 Payment

- 19.1 The Council will notify the Hirer of the current charge before the Conditions of Hire are signed. A damage waiver of £100 may be requested. The Hirer shall pay the hire charge and damage waiver (if applicable) within 30 days of receipt of the invoice. The hire application can only be confirmed once payment is received.
- 19.2 The Council reserves the right to retain part or all the hire charge if it deems the Premises to have been left in an unsatisfactory condition.
- 19.3 The Council reserves the right not to refund the hire charge should the Hirer subsequently cancel the booking.

## 20 Right to refuse hire

- 20.1 The Council reserves the right to refuse any individual, group or organisation the right to hire the Premises. Any dispute between the Hirer and the Council will be decided by a meeting of the Parish Council whose decision will be final.

## 21 Rubbish

- 21.1 All rubbish must be placed in a plastic sack and either removed from the Premises by the Hirer or compacted and deposited in the rubbish bin at the side of the building. No rubbish may be left outside the rubbish bin at the side of the building.
- 21.2 Nappies must be removed from the Premises and disposed of by the Hirer.

## 22 Safeguarding children, young people and vulnerable adults

- 22.1 The Hirer shall ensure that any activities for children, young people and other vulnerable adults are only provided by fit and proper persons in accordance with the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation.
- 22.2 If requested, the Hirer must provide the Council with a copy of its Safeguarding Policy and evidence that it has carried out relevant checks through the Disclosure and Barring Service (DBS).

## 23 Storage

- 23.1 No equipment may be stored on the Premises without the express written permission of the Council.
- 23.2 The Council accepts no responsibility for any stored equipment or other property brought onto or left at the premises and all liability for loss or damage is hereby excluded.
- 23.3 No food or drink may be stored in the kitchen cupboards outside the duration of the hire. Any items left after the end of the hire period will be disposed of.

## 24 Use of the Premises

- 24.1 The Hirer shall **not**:

- a sub-let or use the Premises for any purpose other than that described in their Hire Application Form
- b assign, part with or share possession of the Premises without the express consent of the Council
- c use the Premises or allow the Premises to be used for any unlawful purpose or in any unlawful way
- d do anything or bring onto the Premises anything which may endanger the Premises or render invalid any insurance policies in respect thereof
- e allow the use of illegal drugs on the Premises
- f allow smoking inside the Premises or in the vicinity of its entrances at any time.

## 25 COVID-19 addendum

- 25.1 The following does not replace the government's advice. Where there is any conflict, hirers must abide by the government's advice, which supersedes this.
- 25.2 The council has completed a risk assessment as per the government's recommendation.
- 25.3 The council will
- a ensure the hall is cleaned after every hire period and ensure the hall is vacant between hire periods for a duration that allows the hall to be cleaned
  - b display a cleaning log, showing when the hall was last cleaned.
- 25.4 Hirers will be required to clean any of the hall's equipment they use at the end of the hire period using disinfectant. This must be provided by the hirer.
- 25.5 The council may apply an additional charge to cover the cost of extra cleaning between hire periods.
- 25.6 There are two hand sanitiser dispensers: one in the entrance area, one in the hall near the entrance to the toilets. Posters will be displayed to remind people of good hand hygiene.
- 25.7 Hirers must abide by the government's advice on social distancing and capacity.
- 25.8 Hirers may use both the front and side entrance to create a one-way system if required.
- 25.9 The council and the John Cumber Hall will take no responsibility for any damage or loss due to hirers not abiding by the government's guidance.
- 25.10 Hirers will be required to inform users of the hall to stay at home if they exhibit any symptoms of COVID-19.
- 25.11 Hirers will be encouraged to perform their own risk assessment of their activities.
- 25.12 Hirers will be encouraged to keep windows and doors open for ventilation.

*Revised 19<sup>th</sup> January 2022*