

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.
- 1.2 The John Cumber Hall is owned by the John Cumber Charity and managed by Theale Parish Council.

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, de rigging 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 or the key code for regular users. These keys remain the property of the Council, must not be duplicated or reproduced 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 the Trustees of the John Cumber Charity 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. The Hirer will be charged for the removal of such items and renovation of the fabric of the building.

7 Block booking

7.1 A block booking is defined as a series of regular hires. 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 no refund will be given.

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

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

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, furniture, equipment, or other items belonging to the hall are 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. Please ensure the heating is turned down.

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:

- a. all fire exits are unlocked and in working order.
- b. escape routes are free from obstruction at all times.
- c. all firefighting equipment is in place and unobstructed (extinguishers may not be removed used as door stops)
- d. all persons attending the hall are aware of the locations of the fire exits and the Evacuation Meeting Place
- e. the Fire and Rescue Service is called to any outbreak of fire and details are given to the Council.
- f. 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.

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.

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 A damage waiver may be requested. The Hirer shall pay the hire charge and damage waiver (if applicable) upon receipt of the invoice and in advance of the hire. The hire application can only be confirmed once payment is received.

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.

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 Any items food 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.

Revised May 2024