

# Brackley WIGG Hall

Registered Charity number: 227446

22 Manor Road, Brackley, NN13 6AJ

W: brackleywigguidehall.org.uk E: brackleywigghall@outlook.com

## STANDARD CONDITIONS OF HIRE

The term "HIRER" shall mean an individual or the authorised representative of an organisation on behalf of an organisation and the term "Committee" shall mean the Management Committee of Brackley WI and Guide Hall. If the HIRER is in any doubt as to the meaning of the following, contact the committee.

1. **Age:** The HIRER must be over 18 years old and shall accept responsibility for being in charge of and on the premises at all times during the PERIOD OF HIRE and for meeting all conditions relating to the management and supervision of the premises.

2. **Supervision:** The HIRER shall, during the period of hiring, be responsible for:

a) the supervision of the premises, the fabric and contents, their care, safety from damage, however slight, or change of any sort. Nothing shall be affixed to any wall without prior permission from the Committee;

b) the behaviour of all persons (**particularly children**) on the premises;

c) implementing the provisions of the Health Act 2006, by ensuring all those on the premises comply with the prohibition of smoking in public places. This means the building and all surrounding grounds. The HIRER shall ask any person breaching this to leave the premises;

d) pointing out the Fire Exits and fire safety equipment to all people present. Ensuring the fire doors and emergency exits are closed and are not obstructed or wedged open. Where practicable, maintaining a register of people present;

e) entering all accidents involving injury into onto the Accident Forms (situated with the First Aid box in the kitchen), returning through the letterbox and reporting it to a member of the Committee within 24 hours of the incident;

f) ensuring that the minimum of noise is made on arrival and departure, particularly late at night.

### 3. Use of Premises:

a) The HIRER shall not use the premises for any purpose other than described in the Hiring Agreement and shall not sub-let or use the premises for any unlawful purpose or in any unlawful way, nor do anything or bring onto the premises anything which may endanger or render invalid any insurance policies in respect thereof;

b) All rooms must be left clean and tidy, and **furniture left as found**. All rubbish must be disposed of in the outside refuse bin and the thermostat returned to 10°C.

c) The HIRER shall not remove any external door keys from the premises and must return all keys in line with the end of hire information.

4. **Licensable Activities:** 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. The HIRER may bring alcohol onto the premises for personal consumption only-alcohol must not be sold on the premises under any circumstances. No illegal or recreational drugs may be brought or used on the premises.

5. **Public Safety:** 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 Safety Policy and Procedures and any health and safety regulations in force. The HIRER must have access to a mobile telephone throughout their event in case an emergency should arise.

An emergency first aid kit is situated in the kitchen along with advice from St John's Ambulance. The HIRER is responsible for their own first aid arrangements whilst using the hall.

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If a fire breaks out, however slight, the HIRER must follow the Fire Safety Instructions on the noticeboard. The HIRER must **ensure the Hall is evacuated, the Fire Service called on 999** and a member of the Committee notified by telephone. Details are included within the Information for Hire and on the noticeboard.

**6. Electrical Appliance Safety:** The HIRER shall ensure that any electrical appliances brought to the premises and used there shall be in good and safe working order and used in a safe manner. Where a residual circuit breaker is provided (e.g. disco equipment) this **must** be used in the interest of public safety.

**7. Forbidden activities:** The HIRER shall not bring **fireworks/sparklers**, other explosive substances or smoke machines onto any part of the premises, nor any alternative forms of heating. Smoking and vaping are strictly prohibited on the premises.

## **8. Notification of activities:**

The HIRER shall notify the committee at the time of booking of the following activities:

- Bouncy Castles and electrically powered inflatables are permitted so long as they are operated by a suitably qualified professional, have their own appropriate insurance, and remain supervised at all times.
- Animals being on the premises, with the exemption of assistance dogs.

**9. Safeguarding children, young people, and adults at risk:** The HIRER must ensure that any activities for children, young people and adults at risk are only provided by fit and proper persons in accordance with the Children Act 1989 and 2004, the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, you must provide the committee with a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS). All reasonable steps must be taken to prevent harm, and to respond appropriately when harm does occur. Relevant concerns must be reported in line with our Safeguarding Policy.

**10. Maximum Capacity:** The HIRER shall ensure that the numbers attending any function do not exceed:

- Standing: 200
- Seated: 100

**11. Booking and Payment:** The HIRER is entitled to 15 minutes either side of the booking for set up and tidy up. All other time must be included in the agreed fee. The HIRER must ensure that the balance is paid at least 7 days prior to the booking. Should the HIRER have an ongoing booking, an individual agreement will be made by the Committee and the HIRER will have this confirmed in writing at least annually. Late bookings of up to 7 days prior to the event will be considered and if accepted, the HIRER understands that the balance must be paid immediately and their right to cancel as outlined in the next paragraph will be forfeited.

## **12. Cancellations:**

In the event of **cancellation of the booking** by the HIRER:

- More than 7 days prior to the Hire Date **0% of the Hire Fee will be retained.**
- Less than 7 days prior to the Hire Date **100% of the Hire Fee will be retained unless a replacement hirer is found.** In the event of a replacement hirer being found, the HIRER will receive a refund equivalent to the replacement hirer fee or their original hire fee, whichever is the smaller, minus any administrative fees.

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## **Any monies paid by the HIRER over and above these monies will be refunded by the Committee (without interest)**

- a) The Committee reserves the right to cancel any hire in the event of the premises being required for use as a Polling Station for any Parliamentary or Local Government Election or By-Election, or the premises being required for emergency use or in an emergency or medical situation.
- b) In the event of the Hall being rendered unfit for use for which it has been hired, the Hire Fee will be refunded in full however, the Committee shall not be liable to the HIRER for any resulting loss whatsoever.
- c) The Committee reserves the right to refuse a booking without reason or to cancel a Hiring Agreement upon giving 7 days' notice in writing to the HIRER. The HIRER shall then be entitled to reimbursement of Hiring Fee paid. The Committee shall not be liable to make any further payments to the HIRER.

## **13. Insurance and indemnity**

(i) The HIRER is liable for:

- (a) costs arising from accidental and malicious loss or damage and for loss or damage arising out of your negligence to any part of the premises including its curtilage or its contents
- (b) costs arising from accidental and malicious loss or damage and for loss or damage arising out of your negligence done to our WiFi service
- (c) all claims, losses, damages, and costs made against or incurred by the committee, our volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of your use of the premises (including the storage of equipment) and your use of our WiFi service, and
- (d) all claims, losses, damages and costs made against or incurred by us as a result of any nuisance caused to a third party as a result of your use of the premises and/or the use of our WiFi service, and subject to sub-clause (ii), you must indemnify us against such liabilities.

(ii) All items or equipment brought onto or stored in the premises are not covered under the Hall insurance policy and the HIRER is responsible for their own insurance.