

Tunstall Community Hall

Registered Charity No 1105927

Hire Agreement Conditions

If you are in any doubt as to the meaning of any of the conditions, you must seek clarification from us without delay.

1 Hirer responsibility

The Hirer (you), not being a person under 18 years of age, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present, and for ensuring that all conditions under this Agreement relating to management and supervision of the premises are met.

2 Supervision

During the period of the hiring, you are responsible for:

- i) supervision of the premises, the fabric, and the contents.
- ii) care of the premises, prevention of damage, however slight, or change of any sort.
- iii) the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements to avoid obstruction of the highway.

As directed by us, you must 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.

3 Use of the premises

You must not use the premises, including the car park, for any purpose other than that described in the Agreement and Hall Booking Form and must not sub-hire or use the premises or allow the premises to be used for any unlawful or unsuitable purpose or in any unlawful way nor do anything or bring on to the premises anything which might endanger the premises or render invalid any insurance policies covering the premises nor allow the consumption of alcohol without our written permission.

4 Capacity

You agree not to exceed the maximum permitted number of people as follows:

Seated at tables	250	Dancing only	300
Dancing and tables	300	Closely seated	300

5 Hazardous activities & flammable substances

You must not use the Hall and premises for any hazardous or extreme activities, including, but not limited to any activity involving the use or provision of:

- i) inflatable play equipment including bouncy castles, slides, and rides.
- ii) fireworks, flares, bonfires, pyrotechnics, sparklers, airborne lanterns, sky candles or wish lanterns.

You must ensure that:

- i) No highly flammable substances are brought into or used in any part of the premises.
- ii) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are used without our consent.
- iii) No candles, lanterns, torches or similar with a naked flame are allowed to be used in the hall.

6 Portable appliance safety

- i) You must ensure that any electrical appliances brought by you to the premises and used there are safe, in good working order, and used in a safe manner. Where a residual circuit breaker is required, you must make use of it in the interests of public safety.
- ii) You must ensure that no unauthorised heating appliances are used on the premises when open to the public without our consent. You must not use portable liquefied propane gas (LPG) heating appliances.

7 No alterations or additions to the premises

You must not make any alterations or additions to the premises, including installing or attaching any fixtures or placards, decorations or other articles to any part of the premises without our approval. At our discretion, any alteration, fixture or fitting or attachment which we have approved may remain in the premises at the end of the hiring. Such items will become our property unless you remove them, and you must make good to our satisfaction any damage you cause to the premises by such removal.

8 Public safety compliance

You must comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and our fire risk assessment, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children.

You must also comply with our health and safety policy.

You must call the Fire Service to any outbreak of fire, however slight, and give details to our Hall Booking Secretary.

- i) You acknowledge that you have received instructions as contained in the Community Hall's General Information and the Fire Safety notes on the following matters:
 - (a) The action to be taken in the event of a fire.
This includes calling the Fire Service and evacuating the hall.
 - (b) The location of fire fighting equipment as detailed in the Fire Safety notes.
 - (c) Escape routes and the need to keep them clear.
 - (d) Method of operation of escape door fastenings.
 - (e) The importance of any fire doors and the need to close all fire doors at the time of a fire.
 - (f) Location of the first aid box (in the small kitchen located on the wall next to the metal shutter).
- ii) In advance of any activity whether regulated entertainment or not you must check the following items:
 - (a) That all fire exits are unlocked, and panic bolts are in good working order.
 - (b) That all escape routes are free of obstruction and can be safely used for instant free public exit.
 - (c) That fire doors are not wedged open.
 - (d) That there are no fire-hazards on the premises.

9 Safeguarding children, young people, and vulnerable adults

You must 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. When requested, you must provide us with a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS).

10 Accidents and dangerous occurrences

You must report to us as soon as possible any failure of our equipment or equipment brought in by you. You must report all accidents involving injury to the public to us as soon as possible and enter it into our Accident Book. You must also report certain types of accident or injury to the Incident Contact Centre in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR). Our Hall Booking Secretary will assist you in completing this form and provide contact details of the Incident Contact Centre. Incident forms are held in the wall mounted document folder under the First Aid box in the small kitchen.

11 Special Conditions

You must comply with any special conditions or safety measures introduced by the Hall Committee in response to legal restrictions or guidance issued by the government. For the latest guidance on COVID-19 please visit the government's web site [Coronavirus \(COVID-19\): guidance - GOV.UK \(www.gov.uk\)](https://www.gov.uk/guidance/coronavirus-covid-19).

12 Insurance and indemnity

- i) You are liable for:
- (a) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including its curtilage or its contents
 - (b) the cost of repair of any damage (including accidental and malicious damage) done to our WiFi service.
 - (c) all claims, losses, damages, and costs made against or incurred by us, our employees, 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.
 - (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) We will take out adequate insurance to cover the liabilities described in sub-clauses (i)(a) and (b) above and may, at our discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (i)(c) and (d) above. In this case, we will claim on our insurance for any liability you incur but you must indemnify us against:
- (a) any insurance excess incurred and
 - (b) the difference between the amount of the liability and the monies we receive under the insurance policy.
- iii) Where we do not insure the liabilities described in sub-clauses (i)(c) and (d) above, you must take out adequate insurance to insure such liability and on demand must produce the policy and current receipt or other evidence of cover to our Hall Booking Secretary. If you fail to produce such policy and evidence of cover, we will cancel this Agreement and re-hire the premises to another hirer.

We are insured against any claims arising out of our own negligence.

13 Smoking

Smoking is not allowed in the Hall. You must ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner. There is a receptacle for this purpose on the wall to the left of the main entrance door.

14 Noise

You must ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning, and comply with any other licensing condition for the premises.

15 Drunk and disorderly behaviour and supply of illegal drugs

To avoid disturbing neighbours of the hall and avoid violent or criminal behaviour, you must ensure that:

- i) no one attending the event consumes excessive amounts of alcohol.
- ii) no illegal drugs are brought onto the premises.

Drunk and disorderly behaviour is not permitted either on the premises or in its immediate vicinity. We will ask any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way to leave the premises in accordance with the Licensing Act 2003.

16 Food health and hygiene

You must, 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 provided with refrigerators and thermometers.

17 Animals

You must ensure that Guide dogs, Hearing dogs and assistance dog owners are allowed on the premises. Other animals are allowed onto the premises for special events following prior approval by the Hall Committee. No animals are to enter the kitchen at any time.

18 Music copyright licensing

The Hall holds a Community Buildings licence under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL), for the playing of recorded and live music (reference CUS-01948118). For further information on the scope of this licence, contact PPLPRS.co.uk. You must have our written permission for performance of live music and the playing of recorded music under the Deregulation Act 2015. This Agreement confers that permission.

19 Film viewing

You must restrict children from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. You must ensure that you have the appropriate copyright licences for film. You must have our written permission to show a film under the Deregulation Act 2015. This Agreement confers that permission.

20 Gaming, betting, and lotteries

You must ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting, and lotteries.

21 Fly posting

You must not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises and must indemnify and keep indemnified us accordingly against all actions, claims and proceedings arising from any breach of this condition. If you fail to observe this condition you may be prosecuted by the local authority.

22 Sale of goods

You must, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. You must ensure that the total prices of all goods and services are prominently

displayed, as must be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

23 WiFi Services

Our WiFi service is owned and provided as a community service by FibreWiFi . If you would like more information or object to anything in these conditions or the service operation, please contact them at www.fibrewifi.com.

- i) We make no promise that the WiFi service will meet your requirements. We cannot guarantee that the WiFi service will be fault-free or accessible at all times.
- ii) It is your responsibility to ensure that any WiFi enabled device used by you is compatible with our WiFi service. Our WiFi service is only available when your device is within the operating range of the main hall.
- iii) We are not responsible for data, messages, or pages that you may lose or that become misdirected because of interruptions or performance issues with our WiFi service or wireless communications networks generally.
- iv) Network speed is no indication of the speed at which your WiFi enabled device or our WiFi service sends or receives data. Actual network speed will vary based on configuration, compression and network congestion.

24 WiFi Service Conditions of Use

When using the WiFi service, you agree at all times to be bound by the following provisions:

- i) not to use the WiFi service for any for the following purposes:
 - (a) disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material or otherwise breaching any laws.
 - (b) transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice.
 - (c) interfering with any other persons use or enjoyment of the WiFi service.
 - (d) making, transmitting or storing electronic copies of material protected by copyright without permission of the owner.
- ii) to keep any username, password, or any other information which forms part of the WiFi service security procedure confidential and not to disclose it to any third party.

The Service Provider may process information about you which is provided in relation to the WiFi service in accordance with your rights under the Data Protection 1998 and solely for the purposes of offering the service.

25 Termination of the WiFi service

We have the right to suspend or terminate our WiFi service immediately in the event that there is any breach of any of the provisions of these conditions including without limitation:

- i) if you use any equipment which is defective or illegal.
- ii) if you cause any technical or other problems to our WiFi service.
- iii) if, in our opinion, you are involved in fraudulent or unauthorised use of our WiFi service.
- iv) if you resell access to our WiFi service.
- v) if you use our WiFi service in contravention of the terms of these conditions.

26 Booking cancellation

You may cancel your booking up to fourteen days before the event with no penalty. No refunds will be issued for any booking cancelled after this time. We reserve the right to cancel this Agreement by giving you written notice in the event of:

- i) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election.
- ii) the Hall management committee reasonably considering that such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements.
- iii) the Hall management committee reasonably considering that unlawful or unsuitable activities will take place at the premises because of this hiring.
- iv) the premises becoming unfit for the use intended by the Hirer.
- v) 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.
- vi) the introduction of restrictions by the government in response to a pandemic or similar emergency.

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

27 End of hire

You are 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 we may make an additional charge.

At the end of the hire, you must ensure that all the equipment is properly cleaned and returned to where it was found. Brooms, mops, buckets etc. may be found in the small kitchen.

The following work must be carried out otherwise all or part of the deposit will be retained:

- i) Wipe clean all tables and chairs as necessary.
- ii) Return the tables to the storage room and stack neatly against the wall to the left hand side.
- iii) Sweep the hall floor and mop up any marks caused by spills or foot traffic.
- iv) If the kitchen has been used, clean the sink, work tops, fridge(s) and mop the floor.
- v) Sweep the toilets and lobby leaving clean as found.
- vi) Remove all rubbish from the premises and take away with you.
- vii) Before departure, check that all windows are closed, and the emergency exit doors are closed and secured.
- viii) Turn all the lights off. The emergency exit lights will remain on, these will provide sufficient lighting for you to find your way out of the hall even during the hours of darkness.
- ix) Return the keys immediately after use to the key safe where found and secure.
- x) If there have been any accidents, or faults with the Hall's equipment, then please complete the relevant forms. These are held in the plastic document holder under the First Aid Box in the small kitchen.

28 Stored equipment

We accept 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 we will charge fees for each day or part of a day at the hire fee per hiring until the same is removed.

We may, at our discretion, dispose of any items referred to below by sale or otherwise on such terms and conditions as we think fit, and charge you any costs we incur in storing and selling or otherwise disposing of the same, in any of the following circumstances:

- i) your failure either to pay any charges in respect of stored equipment due and payable or to remove the same within seven days after the agreed storage period has ended.
- ii) your failure to dispose of any property brought on to the premises for the purposes of the hiring.

29 No rights

This Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on you.