



## TERMS AND CONDITIONS OF HIRE

These standard conditions apply to all hirings of Quainton Memorial Hall.

### Parties to the agreement

Quainton Memorial Hall (registered charity number 300320), acting by its management committee known as Quainton Memorial Hall Management Committee (QMH), whose authorised representative is the Booking Clerk.

The hirer/organisation identified in the Hire Agreement ("Hirer").

1. **Supervision** The Hirer, or the nominated responsible person, who must be aged 21 years or over, shall, during the period of the hiring, be present and 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, including proper supervision of car parking arrangements so as to avoid obstruction of the highway
2. **Use of Premises** The Hirer shall not use the premises (defined as the hall building and its carpark) for any purpose other than that described in the Hire 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 Hirer shall ensure that the appropriate Premises Licence is in place if any regulated entertainment and licensable activities will take place. Such activities include the performance of plays; the exhibition of films; indoor sporting events; boxing or wrestling entertainment; the performance of live music; the playing of recorded music; the performance of dance; making music; dancing; entertainment similar to those above; the provision of hot food/drink after 11pm; the sale of alcohol. QMH does not have a licence with the Performing Rights Society for the performance of copyright music.
5. **Public Safety Compliance** the Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Licensing Authority 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.
6. **Means of Escape** the Hirer shall check the following items
  - All fire exits are unlocked and panic bolts/handles are 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 visible
  - That there are no obvious fire hazards on the premises
7. **Outbreaks of Fire** The Hirer acknowledges that they have read the attached sheet 'Action in the Event of a Fire' detailing:
  - 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.The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to QMH.
8. **Health and Hygiene** The Hirer is responsible for ensuring any food provided is safe
9. **Smoking** The Hirer shall ensure that there is no smoking in the building. Smoking outside the building is not permitted within 2 metres of the exit doors. 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

11. **Indemnity and Insurance** The Hirer shall indemnify and keep indemnified each member of QMH management committee and QMH's employees, volunteers, agents and invitees against
- the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises
  - all claims, losses, damages and costs 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
  - all claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer.
- The Hirer is responsible for taking out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against the Hirer's liability and all claims arising as a result of the hire and on demand shall produce the policy and current receipt or other evidence of cover to QMH.
12. **Accidents and Dangerous Occurrences** The Hirer must report all accidents involving injury to the public to QMH as soon as possible, but in any event within 7 days. If required QMH will report the incident to the local authority or HSE.
13. **Explosives and Flammable Substances** The Hirer shall ensure that
- highly flammable substances are not brought into or used in any part of the premises AND that no internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of QMH.
  - No decorations are put up near light fittings or heaters.
  - No use of fireworks (either indoor or outdoor varieties) occurs on the premises (including outside areas)
  - no use of any decorations involving naked flames shall be used (with the exception of birthday cake candles)
14. **Heating** The Hirer shall ensure that no portable heating appliances shall be used on the premises without the prior written consent of QMH.
15. **Drunk and Disorderly Behaviour and Supply of Illegal Drugs** 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, unless agreed in advance by QMH.
17. **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 each member of QMH's management committee accordingly against all actions, claims and proceedings arising from any breach of this condition
18. **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.
19. **Cancellation** If the Hirer wishes to cancel the booking before the date of the event, such cancellation must be made in writing and will be subject to the payment of cancellation charges in accordance with the current tariff.
- QMH 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) QMH reasonably considering that such hiring is likely to lead to a breach of these terms and conditions, any relevant licensing conditions, or other legal or statutory requirements, or 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 fee already paid, but the QMH shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.
20. **End of Hire** The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, all rubbish and waste from the hire to be removed, the property locked and secured unless directed otherwise and any contents temporarily removed from their usual

positions properly replaced, otherwise QMH shall be at liberty to make an additional charge. All keys must be returned to the keysafe immediately or returned to the keyholder from whom they were collected within 48 hours

21. **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, avoid excessive noise after 11pm, comply at all times with the noise limitation device provided in the main hall, and comply with any other licensing condition for the premises and the Good Neighbour Policy document attached to this agreement.
22. **Stored Equipment** Unless otherwise agreed in advance, all equipment and other property 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. QMH may remove and dispose of equipment and property within 7 days after the agreed storage period has ended or where fees have not been paid and charge the Hirer any costs incurred
23. **Noticeboards** The noticeboards may be used for attaching decorations or posters, using drawing pins or map pins, taking care not to damage the fabric covering. DO NOT USE STAPLES. Do not apply pins or sellotape to the wood surrounds.
24. **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, except the notice boards, without the prior written approval of QMH. The Hirer must make good any damage caused to the premises by any alterations or additions.
25. **Rights** The agreement to hire the hall constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer. None of the provisions of the agreement to hire the hall are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person other than QMH and the Hirer
26. **Safeguarding** All hirers who wish to use the hall for activities which include children or adults at risk, apart from hire for private parties for invited friends and family, are required to either produce a copy of their own Safeguarding policy and evidence that they carry out relevant checks through the Disclosure and Disbarring Service (DBS) when requested to do so, or confirm they have understood and will adhere to the hall's principles and procedures with regard to safeguarding.