

Hiring Agreement

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Part 2 – Standard Conditions of Hire

These standard conditions apply to all hiring of the hall and rooms. If the hirer is in any doubt as to the meaning of the following, further clarification should be sought with the booking representative until there is a full understanding.

An official Booking Form must be completed to hire the Centre. The completed form should be returned to the Centre Management with 25% non-refundable deposit to ensure confirmation of booking. Any provisional bookings will only be held for 14 days, or at the discretion of the Booking Manager, after which time the date will no longer be held if a completed booking form has not been received. The full hire cost must be received 4 weeks before the event. Also a refundable deposit of £100 will need to be paid 2 weeks before the event. This money is held on account against any costs incurred for any damage caused to the property of the Curlew Centre. This deposit will be refunded to you two days after the event if no damage is reported by the Caretakers.

Definitions

References in this agreement to the Centre, the Premises and the Facility mean the entire building and the curtilage and the reserved car parking spaces.

1. Cancellation

A 25% Non-Refundable Deposit is Payable on Booking to Confirm your Date of Event. Cancellation of the booking between one and two weeks prior to the date 50% of the fee is payable. Cancellation of the booking with less than seven days' notice will result in the full fee being payable. The Centre Management reserves the right to cancel the 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) The Centre Management reasonably considering that (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) 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 deposit already paid but the Centre Management shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

- e) At the Booking Manager's discretion an event may at times need to be either moved to a different function room or change of days.

2 Age

The Hirer, who shall not be 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/invitees are present and for ensuring that all conditions, under this agreement, relating to management and supervision of the premises are met.

3 Supervision

The Hirer shall during the period of the hiring, be responsible for: supervision of the premises, the fabric and the contents: their care, safety from damage however slight of change of any sort; and the behaviour of all persons using the premises whatever the capacity. Glass must not be taken outside the building. Ensure proper supervision of car parking arrangements so as to avoid obstruction and consideration of neighbours. Children 18 and under must be supervised and controlled at all times, especially during children's parties and similar events. Vehicles must observe speed limits, park in designated spaces only and leave quietly to ensure maximum consideration for our neighbours. The Hirer shall make good or pay for all damages (including accidental damage and accidental discharge of fire extinguishers) to the premises or to the fixtures, fittings or contents, for loss of contents or should an excessive degree of cleaning be required.

4 Use of Premises

The Hirer shall not use the premises for any purpose other than that described in the Hiring 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 on the premises anything, which may endanger the same or render invalid any insurance policies in respect thereof.

5 Gaming, Betting and Lotteries

The Hirer shall ensure that nothing is carried out on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

6 Licensable Activities

The Hirer shall ensure full compliance to the facility's licensable activities through reference to the licence documentation.

7 Fire Alarm/Means of Escape

All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit at all times. In the event of fire the alarm must be sounded. On hearing the fire alarm all visitors must leave the building via the nearest safe exit route to the Assembly Point. This is by the

Hardware Shop to the west of the car park entrance on Bridge Road.

The hirer will be responsible for evacuating staff, guests and visitors and for ensuring that everyone has left the building. The Hirer will be responsible for contacting the Fire Service. No one is to re-enter the building until the all-clear is given.

8 Public Safety Compliance

The hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the licensing Authority, the Centre's Fire Risk Assessment and otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children. The hirer shall also comply with the Centre's health and safety policy statement.

- a. The Hirer acknowledges that they have received information in the following matters:
 - i. The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the building.
 - ii. The location and use of fire equipment. (Diagram of location on display and available if requested prior to the event.)
 - iii. Escape routes, fire doors and the need to keep them clear during the period of hire.
- b. In advance of entertainment or activity the Hirer shall check the following items:
 - i. That all fire exits are unlocked.
 - ii. That all escape routes are free of obstruction and can be safely used.
 - iii. That any fire doors are not wedged open.
 - iv. That exit signs are illuminated at all times.
 - v. That there are no obvious fire hazards on the premises.

The Hirer also agrees to abide by all traffic and parking regulations in force in the Memorial Park Car Park (Parish Council owned).

9 Fire Safety

Highly flammable substances are not permitted to be brought into or used in any part of the premises. No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Centre management. No decorations are to be erected/displayed near light fittings or heaters. Items which may increase the risk of an outbreak of fire such as pyrotechnics or other high-risk items/activities are not permitted. Special request for such items must be made in advance and will only be considered following professional advice and with the addition of specific controls. The Fire Brigade shall be called to any outbreak of fire, however slight, and a full investigation will be carried out by the hirer and the representative of the Centre.

10 Kitchen – Safety, Health and Hygiene

Only competent persons are permitted to use the kitchen appliances. Extra caution must be taken if there is any chance of children coming into contact with the appliances, The Hirer shall, 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. Kitchen equipment/appliances and surfaces must be thoroughly cleaned by the hirer after use. Hirer will need to supply drying & cleaning cloths etc. A small charge will be made depending on the length of hire for the cooker, £5 or £10 per event.

11 Electrical Appliance Safety

The Hirer shall ensure that any electrical appliances brought by them to the premises and used shall be safe, in good working order, used in a safe manner and holds a current portable appliance test. This includes any equipment used by other parties for entertainment, music etc.

12 Insurance and Indemnity

The Hirer shall be liable for:

- a. The cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises.
- b. All claims, losses, damages and costs made against or incurred by the Centre, their employees, volunteers, agents or invitees 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
- c. All claims, losses, damages and costs made against or incurred by the Centre, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer.

13 First Aid/Accidents and Dangerous Occurrences

Each hirer should make arrangements for an appointed person to be present to deal with First Aid Emergencies. A First Aid Kit is available in the Kitchen/Bar. The Hirer must report all accidents involving injury to the public, invitees or members of the Centre as soon as possible and complete the relevant section in the accident book. Any failure of equipment belonging to the Centre or brought in by the Hirer must also be reported as soon as possible. Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. The Centre representative will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations

1995 (RIDDOR). The Incident Contact Centre can be contacted in any of the following ways:

- Telephone: 0845 3009 923 between 8.30am and 5pm Monday - Friday
- HSE website: www.hse.gov.uk/riddor/report.htm

14 Liquid Petroleum Gas or Appliances

The Hirer shall ensure that no LPG containers or appliances be brought onto the premises for additional cooking, heating or any other reasons including the use of Hog Roasts indoors. Please note the use of Smoke, foam, popcorn and candy floss machines are **not** permitted also confetti is **not** permitted due to staining of the floor.

15 Unacceptable Behaviour and Supply of Illegal Drugs

The Hirer shall ensure that unacceptable behaviour, swearing or disturbance does not take place including externally to the building which may affect members of the public and neighbours. Violent or criminal behaviour will not be tolerated and care shall be taken to avoid excessive consumption of alcohol. 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 required to leave the premises and shall be escorted off if necessary. Illegal drugs **MUST NOT** be brought onto the premises. Close liaison with the appropriate authorities through modern CCTV systems and procedures will support these important requirements. The bar manager will have the authority to close the bar, if in his/her opinion, the hirer has allowed guests to become inebriated, supplying /taking drugs or violent and causing a disturbance to others.

16 Animals

The hirer shall ensure that no animals, (including birds) except guide dogs, are brought into the premises, other than for a special event when prior agreement must be obtained from the management of the Centre. No animals whatsoever are to enter the kitchen at any time.

17 Children, Young People, Vulnerable Adults/Equality & Diversity Policies

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989. Only suitable persons who have passed the appropriate Criminal Records Bureau checks should have access to children, young people and vulnerable adults when taking part in activities in the Centre. Children's activities and parties must be supervised and

managed to ensure that there is no interference/effect to other groups, activities or recreational interests. The Hirer shall provide the Centre Management with a copy of their CRB check and Child Protection Policy on request. Hirers are encouraged to adopt and promote the Centre's own policies.

18 Advertising/Fly posting

The Hirer shall not carry out or permit fly posting or any other form of advertisements for any event taking place at the premises without prior agreement.

19 Sale of Goods

The Hirer shall, if selling goods on the premises, comply with all Trading Laws and any code of practice used in connection with such sales. In particular, the Hirer/Vendors shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address and that any discounts offered are based only on manufacturers' recommended Retail Prices.

20 Film Shows

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film.

21 End of Hire

The Hirer shall be responsible for leaving the Centre 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 the Centre management shall be at liberty to retain an appropriate proportion of the damage deposit or make an additional charge. All tables and kitchen worktops should be wiped clean and bins emptied into the large metal bin situated outside the kitchen. No function or Hire Agreement shall continue beyond 1.00am and the hirer shall be responsible for the quiet evacuation of the premises.

22 Noise and Disturbance

The Hirer shall ensure that the minimum amount 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, ensure that noise levels are reasonable at all times. Consideration of neighbours is an important item to relate to attendees, requests to attendees through public announcements to leave the premises quietly are expected as normal procedure.

23 Stored Equipment

The Centre accepts 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 fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

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 without the prior written approval of the Centre management. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Centre management remain in the premises at the end of the hiring. It will become the property of the Centre unless removed by the hirer who must make good to the satisfaction of the Centre management or, if any damage caused to the premises by such removal.

25 Times of Hire/Preparation Time

Limited free preparation /set up time may be available subject to availability. Use of an absolute minimum of overheads such as heating and lighting should be used during this period. To guarantee a specific period of preparation time it should be booked with the secretary in addition to the normal hiring time.

26 Rights of Hirer

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

27 Dangerous and Unsuitable Performances

Performances involving danger to the public or of a sexually explicit nature shall not be permitted.

28 Smoking/Vaping

The Hirer shall ensure that the Hirer's invitees comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made there under. Any person who breaches this provision shall be required to leave the premises. No Smoking shall take place on the upstairs balcony.

29 Bouncy Castle's

The Hirer will need to obtain a 'Liability Insurance Certificate' from their Bouncy Castle provider and get them to send this as an attachment with their name placed on the email as the hirer and sent to; admin@thecurlewcentre.co.uk
A small charge of £5 will be charged for the electricity used whilst in process...