

Adderbury Parish Institute Hiring Agreement - Standard Conditions of Hire

These standard conditions apply to all hiring of Adderbury Parish Institute ("API"). If the Hirer is in any doubt as to the meaning of the following the Adderbury Institute Hall Manager should immediately be consulted.

1. Hirer

The premises may not be hired by any person ("the hirer") less than 18 years of age.

2. 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 or change of any sort; and the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway and surrounding premises. As directed by the API Hall Manager, or member of the API Management Committee, the Hirer shall make good or pay in full for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

3. 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 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.

4. 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.

5. Licences

The Hirer shall ensure that all relevant licences for activities undertaken are held either by the Hirer or by API with permission granted for the Hirer to use. For events where copyright music will be used the Hirer should check API holds a current Performing Society Rights Licence which permits the use of copyright music in any form e.g. record, compact disc, tapes, radio, television or by performers in person.

6. 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.

(a) The Hirer acknowledges that they will receive instruction in the following matters:

- 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 including a diagram showing the location thereof.
- Escape routes and the need to keep them clear.
- Method of operation of escape door fastenings.
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.

(b) In advance of the commencement of an activity the Hirer shall check the following items:

- That all fire exits are unlocked and panic bolts 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.

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- That all other stipulations specified herein with regards health and safety, compliance with the Law and security of the building are adhered to.

7. Means of Escape

- (a) All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.
- (b) Emergency lighting illuminating all exit signs must not be obstructed.

8. Outbreaks of Fire

The Fire Brigade shall be called to any outbreak of fire, however slight, and the API Hall Manager immediately notified.

9. Health and Hygiene

The Hirer shall, if preparing or serving or selling food, observe all relevant food health and hygiene legislation and regulations. Advice should be sought from The Local Authority to ensure compliance and registration lodged with The Local Authority as required by The Local Authority and the Law. Where relevant a food hygiene certificate must be available for inspection by the API Hall Manager.

10. Electrical Appliance Safety

- (a) The Hirer shall ensure that any electrical appliances, cabling and associated equipment brought by them to the premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided the hirer must make use of it in the interests of public safety.
- (b) The Hirer shall ensure that all electrical equipment brought to the API by them is positioned securely and cabling routed so as to avoid a safety hazard.
- (c) The Hirer shall not use electrical socket adapters or extension gangs without obtaining prior consent from API and confirmation of the load suitability from a qualified electrician.
- (d) The Hirer shall not run electrical power cables from inside to outside of the building.

11. Indemnity

- (a) The Hirer shall indemnify and keep indemnified each member of the API management committee and the API's employees, contractors, volunteers, agents and invitees against
- (i) the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises
 - (ii) 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
 - (iii) 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.
- (b) The Hirer shall take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against the Hirer's liability under paragraph 11(a) 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 the API Hall Manager. Failure to produce such policy and evidence of cover will render the hiring void and enable the API Hall Manager to rehire the premises to another hirer.

API is insured against any claims arising out of its own negligence.

12. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to the API Hall Manager as soon as possible and complete the relevant section in the API accident book. Any failure of equipment belonging to API 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 local authority. The API Hall Manager will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

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13. Explosives and Flammable Substances

The hirer shall ensure that:

- (a) Highly flammable substances are not brought into, or used in any part of the premises and that
- (b) No internal decorations of a combustible nature shall be used without the consent of the API Management Committee.

14. Heating

- (a) API provides a remotely managed heating and hot water system. The Hirer will ensure that the boiler and visible elements of the heating system are not tampered with.
- (b) The Hirer will notify the API Hall Manager of any problems with the heating system and any requests for temperature changes.
- (c) When the heating system is operational the Hirer will ensure that both the internal and external door of the API remain closed, apart from for entry, exit or in an emergency.
- (d) The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises without the consent of the API Hall Manager.

15. Drunk and Disorderly Behaviour and Supply of Illegal Drugs

- (a) The Hirer shall ensure that in order to avoid disturbing the API neighbours and to avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol.
- (b) Drunk and disorderly behaviour shall not be permitted by the Hirer either on the premises or in its immediate vicinity.
- (c) The Hirer will ensure Alcohol shall not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18.
- (d) The Hirer will ensure 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.
- (e) The Hirer will ensure no illegal drugs are brought onto the premises.
- (f) The Hirer will ensure compliance with API's Sale Of Alcohol agreement where relevant.

16. Animals

The Hirer shall ensure that no animals (including birds) except assistance dogs are brought into the premises, other than for a special event agreed to by API. No animals whatsoever are to enter the kitchen at any time.

17. Compliance with The Children Act 1989

The Hirer shall ensure that any activities for children comply with the provisions of The Children Act of 1989. Only fit and proper persons who have passed Disclosure and Barring Service (DBS) checks shall have access to children. Checks may also apply where vulnerable adults are taking part in activities. The Hirer shall provide the API Hall Manager with a copy of their Child Protection Policy on request.

18. Fly Posting and Advertising

- (a) 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. Failure to observe this condition may lead to prosecution by the local authority.
- (b) The Hirer shall indemnify and keep indemnified each member of the API management committee and its staff and contractors accordingly against all actions, claims and proceedings arising from any breach of this condition.
- (c) The Hirer may legally advertise their event at API externally with the proviso that upon request from the API Management Committee or API Hall Manager such advertisements will be withdrawn and removed.
- (d) The Hirer may advertise their event at API internally using available space as indicated on the noticeboards in the entrance hall. No advertisements may be left anywhere in the main hall.
- (e) The Hirer may advertise their event at API using an external banner attached to the front of the API as long as the following criteria are met:

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- I. On each occasion a banner may only be put up after permission has been granted and dates agreed by the API Hall Manager.
- II. The banner will only be erected and removed at times when the API is not in use so as not to disturb other users.
- III. The banner will be attached to the existing hooks and no other fittings be placed in the stonework.
- IV. The banner will be made from a material suitable for outside use with strong eyelets and hardy rope to ensure the banner does not sag or come lose.
- V. The banner will be hung completely clear of the door arch.
- VI. The Hirer will possess and confirm in writing in excess of £1million of public liability insurance to cover the use of the banner and any issues that may arise caused by the banner.
- VII. Three emergency contact numbers will be provided for people who will be available at short notice to address any problems that arise with the banner.

API reserve the right to ask for a banner to be removed if the above criteria are breached or the API Management Committee feel the banner is not suitable, acceptable, or will degrade the good name of the API.

19. Sale of Goods

In the event the Hirer plans on using the premises in order to sell goods the Hirer shall comply with Fair Trading Laws, the Consumer Rights Act 2015 and any code of practice used in connection with such sales. The Hirer shall ensure that all sellers clearly display the full price, including VAT, of all goods for sale. Goods sold loose (such as fruit and vegetables) must have the unit price displayed in metric units, but can also include the price in imperial units.

20. Cancellation by hirer

If the Hirer wishes to cancel the booking before the date of the event the following cancellation terms shall apply:

- Cancellation of the event one or more calendar month before the conclusion of the booking: full refund of any monies paid with regard to the booking being cancelled.
- Cancellation of the event less than one calendar month but more than two full weeks before the conclusion of the booking: 50% of the booking cost remains payable with any amount already paid in excess of 50% of the booking fee for the booking being cancelled being refunded.
- Cancellation of the event two or less weeks before the conclusion of the booking: 100% of the booking fee remains payable with no refunds made with regard to the booking being cancelled.

21. Cancellation by API

(a) API reserves the right to cancel a hiring by written notice to the Hirer 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. API management committee reasonably considering that
 - 1) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or
 - 2) unlawful or unsuitable activities will take place at the premises as a result of this hiring
 - 3) the premises becoming unfit for the use intended by the Hirer
 - 4) 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 monies already paid in respect of the booking, but API shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

(b) API reserves the right to cancel a hiring by written notice to the Hirer in the event of:

- i. The Hirer being in debt to the API for previous hires.

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- ii. The Hirer failing to settle the balance outstanding for a hire in advance of the hire where a request for payment has been issued.

In any such case the Hirer shall not be entitled to a refund of any monies already paid and API shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

22. Payment of Hire fees

(a) Where the Hirer has not been granted credit facilities by the API then all fees in respect of the hire period become due no less than two full weeks ahead of the first period of hire. Failure to comply with this condition will be viewed as a breach of contract and API has the right to invoke the termination clause identified in 21 above.

(b) Where the Hirer has been granted credit facilities by the API then all fees for hire periods within a calendar month become due upon receipt of an invoice following the final day of the same calendar month with funds to have been received by API no more than 28 days after the date of the invoice. Failure to comply with this condition will be viewed as a breach of contract and API has the right to invoke the termination clause identified in 21 above.

23. Security Deposit

API reserves the right to request a security deposit payment before granting access to the Hirer. The level of the security deposit is at the discretion of API and will be agreed at the time the Hirer confirms acceptance of the Standard Conditions of Hire when making their booking. The API Management Committee shall retain the Security Deposit towards the costs of making good any damage, additional cleaning or such other breaches of the conditions as detailed within the Standard Conditions of Hire. The Hirer accepts that additional fees may become due if the amount of their Security Deposit payment is less than the costs incurred by API in rectifying the issues leading to the withholding of the Security Deposit by the API. A security deposit will be returned within 21 days of completion of the associated hire period(s) in the event that the API Hall Manager confirms no additional costs in relation to the hire period(s) will be due.

24. End of Hire

(a) The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, all electrical appliances and lighting turned off unless indicated otherwise, all door properly locked and secured, and any contents temporarily removed from their usual positions properly replaced.

(b) Rubbish should be placed in the bins provided at the rear of the premises separating recycleable items into the blue bin, food and garden waste into the brown bin and general waste into the green bin.

(c) Should the API bins be full the Hirer must completely remove their rubbish from the premises.

(d) Glass bottles must be taken away from the premises by the Hirer and not placed in any of the bins.

(e) The API Management Committee shall be at liberty to make an additional charge for costs incurred (including that of staff or contractors' time) in addressing any of the above.

25. 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, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

26. Stored Equipment

API 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.

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API may, in its discretion in any of the following circumstances, namely (a) in respect of stored equipment, failure by the Hirer either to pay any storage charges due and payable or to remove the same within 7 days after the agreed storage period has ended (b) in respect of any other property brought on to the premises for the purposes of the hiring, failure by the Hirer to remove the same within 7 days after the hiring dispose of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

27. Alterations and Temporary Decoration

(a) Temporary decoration of the API by the Hirer may only be attached to the wall hooks or cork tiles in the main hall and noticeboards in the entrance area.

(b) The Hirer shall not attach anything to the API walls or woodwork using tape, pins, staples, blu tac or other adhesives.

(c) 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 consent from the API management committee.

(d) Any alteration, fixture or fitting or attachment so approved shall at the discretion of API remain in the premises at the end of the hiring. It will become the property of API unless removed by the hirer who must make good to the satisfaction of the API Management Committee or, if any damage caused to the premises by such removal.

28. No Rights

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

29. Special Conditions

These Special Conditions of Hire include provisions required to comply with the Premises Licence issued under the Licensing Act 2003.

These conditions apply to all events at which regulated entertainment or the sale of alcohol takes place.

The Hirer hereby acknowledges receipt of a copy of the conditions of the Premises Licence and/or Operating Schedule for the premises, in accordance with which the hiring must be undertaken and agrees to comply with all obligations therein.

29.1. Hours of Opening

In respect of these licensable activities, when approved by the API management committee:

- a. The performance of plays (indoors)
- b. The exhibition of films (indoors)
- c. Indoor sporting events
- d. Boxing or wrestling entertainment
- e. The performance of live music (indoors)
- f. The playing of recorded music (indoors)
- g. The performance of dance (indoors)
- h. Entertainments similar to those in e, f or g (indoors)
- i. Making music (indoors)
- j. Dancing (indoors)
- k. Entertainment similar to those in l – j (indoors)

the premises shall not be used except between the hours of 9am and 11pm Sunday to Wednesday; 9am and midnight Thursday to Saturday unless special permission has been issued by Cherwell District Council and by the API management committee.

In respect of these licensable activities when approved in writing by the API management committee:

- m. The sale of alcohol

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the premises shall not be used except between the hours of 11am to 10.30pm Sunday; 11am and 11pm Monday to Wednesday; 11am and midnight Thursday to Saturday unless special permission has been issued by Cherwell District Council and by the API management committee.

29.2. Capacity and Supervision

- (a) There shall, in addition to the Hirer, be a minimum of two competent attendants on duty on the premises to assist people entering and leaving, none of whom shall be less than 18 years of age. If most of the audience is under 16, the number of attendants shall be not less than three. All persons on duty shall have been instructed as to their essential responsibilities in the event of fire or other emergencies, including attention to disabled persons, the location and use of the fire fighting equipment available, how to call the Fire Brigade and evacuation procedure.
- (b) The number of people on the premises shall not exceed 100.

29.3. Age

The Hirer, 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 of the Premises Licence and/or the Operating Schedule relating to management and supervision of the premises are met.

29.4. Dangerous and unsuitable Performances

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

29.5. Film Shows

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification.