

# Westborough Unitarian Church



## Regular Hire Agreement Standard Conditions

- 1) Payment for each month is due within 14 days of the month end. Payment is to be made to either the bookings officer or the treasurer. Unless another arrangement is specified in the Special Conditions.
- 2) The length of hire period in the agreement runs from the collection to the return of the key unless another arrangement is specified in the Special Conditions
- 3) The Hirer agrees to be present throughout the hire and will perform the provisions and stipulations contained in the Standard and Special Conditions of hire and will, during the period of hire, be responsible for supervision of the premises, the fabric and the content; 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 persons to avoid obstruction to any escape route from the building and will 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) There are severe penalties for breach of licence conditions relating to the supply of alcohol so if alcohol is to be provided or involved in any function organised by the Hirer such hire shall not be authorised by the Committee until it is satisfied that the arrangements made comply with the law for the time being. If the Hirer wishes the event to be run under a Temporary Event Notice (TEN) (s)he must tell the committee who (s)he will appoint to take responsibility for the supply of alcohol at the event and obtain the committee's permission in writing. The person taking responsibility for the supply of alcohol must hold a Personal Licence (PerL) under the Licensing Act 2003. If a substitute PerL holder is to take over the supply the change must first be agreed with the Committee in writing before the TEN is submitted to the Licensing Authority.
- 5) 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.
- 6) The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Local Magistrates' Court, Risk Assessment or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays. (We may ask you to co-operate in fire drills).
- 7) The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.

- 8) The Hirer shall ensure that any electrical appliances brought by him to the premises and used there shall be safe and in good working order and used in a safe manner. All electrical equipment over 12 months old must be PAT tested.
- 9) The Hirer shall indemnify the committee for the cost of repair of any damage done to any part of the property including the curtilage thereof or the contents of the buildings which may occur during the period of the hire as a result of the hire and shall be responsible for making arrangements to insure against any third party claims which may lie against him or her (or the organisation if acting as a representative) whilst using the village hall (the village hall is insured against any claims arising out of its own negligence).
- 10) The Hirer must report to the Bookings Secretary all accidents involving injury as soon as possible. Any failure of equipment, either that belonging to the hall 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 Committee will give assistance in completing this form in accordance with the Executive Reporting of Injuries, Diseases and Dangerous Occurrences Regulation 1995. If the Hirer sees something which could be dangerous in or around the hall he should advise the Bookings Secretary, other Officer of the Committee or Caretaker at the earliest opportunity and if practicable take steps to warn other Hirers, by for example putting up a warning notice.
- 11) The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the hall, other than for a special event agreed to by the committee and no animals whatsoever are to enter the kitchen at any time
- 12) The Hirer shall ensure that any activities for children comply with the provisions of The Children Act of 1989 and that only fit and proper persons have access to the children (Including DBS checks and a Safeguarding procedures where appropriate). The same provision must also be provided for vulnerable adults within your care.
- 13) The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the hall and shall indemnify the committee accordingly against all action, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.
- 14) 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. In particular, the hirer 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.
- 15) If the Hirer wishes to cancel the booking then the Committee will require 1 month's notice of cancellation
- 16) Whilst the Committee will do its best to honour all bookings it reserves the right to cancel any hire in the event of the Hall or any part thereof being rendered unfit for the use for which it has been hired. The Committee also reserve the right to cancel any bookings or events that may be considered to be against the principles of the Unitarian Church or into disrepute. The Hirer shall be entitled to a refund of all charges but the Committee shall not be liable for any resulting loss or damage whatsoever.

- 17) The Committee reserves the right to refuse a booking without notice or to cancel a hire agreement at any time upon giving seven days notice in writing to the hirer. The Hirer shall be entitled upon such notice to reimbursement of charges paid but the Committee shall not be liable to make any further payment to the hirer.
- 18) The Hirer shall be 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 the committee shall be at liberty to make an additional charge.
- 19) The Committee wants all Hall users to have a good time but we have neighbours so the Hirer must ensure that the minimum of noise is made on arrival, during the hiring and on departure. Please ensure that for late night events people leave as quietly as possible. Amplified music is not permitted between 11 pm and 10am so the Hirer must ensure that it is switched off at 11pm prompt. At all permitted times amplified music must be kept at a reasonable volume.
- 20) The Hirer is responsible for ensuring that the hall is left clean and tidy, and that all equipment, table and chairs etc have been returned to the proper place unless other arrangements are specified in the Special Conditions in the Hire Agreement. All lights, heating, sound systems and any other electrical equipment must be switched off. All external doors must be closed and locked and the alarm set. All keys are to be returned unless other arrangements are specified in the Special Conditions on the Hire Agreement. Any damages during the hire should be reported immediately to the Bookings Secretary. The Committee reserve the right to make a reasonable charge for cleaning if it is considered the Hirer has neglected to leave the building in a reasonable condition.
- 21) The Hirer is responsible for any charges in relation to call-outs or emergency response for alarm activations. Currently this charge is £45.00 but may increase (Check with a committee member to confirm current charges).