

## **Seascale Sports Hall Standard Conditions of Hire**



This document details the standard conditions which apply to all hirings of the hall. If the Hirer is in any doubt as to the meaning of any of the Conditions, the Hirer must seek clarification without delay from the Sports Hall Booking Clerk (hereinafter called the Clerk).

### **1. Age,**

The Hirer must be a person over 18 years of age.

During the period of hire, the Hirer must be present on the premises at all times when personnel are present.

The Hirer accepts responsibility that all Standard Conditions under this Agreement are met.

### **2. Supervision,**

During the period of hire, the Hirer shall be responsible for:

(i) The supervision of all activities on the premises, including the use of any facilities and equipment.

(ii) The care of the premises, including prevention from damage to the premises, facilities or equipment, however slight

(iii) The behaviour of all persons using the premises whatever their capacity. This includes proper supervision of car parking arrangements including avoiding obstruction of the highway and the access road to the water works.

The Hirer shall be required to make good and/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 premises

The Hirer shall:

- Only use the premises for the purpose(s) described in the Hiring
- Agreement,
- Shall not sub-hire the premises,
- Shall not 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 onto the premises anything which may endanger the premises' users or render invalid any insurance policies covering the premises,
- Shall not allow the consumption of alcohol without the written permission of the Clerk.

### 4. Insurance and Indemnity

(1) The Hirer shall be liable for:

(a) the cost of repair of any damage (including accidental and malicious damage) to any part of the premises including the curtilage thereof and the equipment/contents of the premises.

(b) all claims, losses, damages and costs made against or incurred by the Sports Hall , management committee (hereinafter called the committee), their employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of the Hirer's use of the premises (including the storage of equipment),

(c) all claims, losses, damages and costs made against or incurred by the committee, 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 and/or the use of the Sports Hall's Wi-Fi service by the Hirer

(2) The committee has Hirer's Liability cover for hirers of the hall who meet the following criteria:

- No insurance is held elsewhere,
- The Hirers are non-commercial (i.e. no individual makes or intends to make a profit for themselves.
- No excluded activities are carried out at the hall.
- The Hirers' activities are a benefit to the local community. The committee may claim on its own insurance for any liability incurred by the Hirer meeting these criteria, but the Hirer is liable for :
- any insurance excess incurred and

- the difference between the liability costs incurred and the monies received under the insurance policy.

(3) Hirers who are not covered by the Sports Hall's insurance MUST organise their own insurance cover to insure against the liabilities described in Clause 4 (1) above, and shall show a copy of the insurance certificate confirming cover to the Clerk before the booking can be confirmed.

## 5. 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.

## 6. Music Copyright licensing

The Hirer shall ensure that they hold relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL), for any public performances.

## 7. Music

The Hirer must have written permission for performance of live music and the playing of recorded music under the Deregulation Act 2015. The Hiring Agreement confers that permission.

## 8. Safeguarding children, young people and vulnerable adults

The Hirer shall ensure that any activities involving 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, the Hirer shall provide the committee with a copy of their Safeguarding Policy and confirmation that the required DBS checks (Disclosure and Barring Service) have been completed.

## 9. 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, and the hall's Risk assessment and Fire Risk assessment.

The Hirer must call the Fire Service to any outbreak of fire. Details must be provided to the Clerk.

(i) The Hirer acknowledges that they have made themselves aware of 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.

- 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.

(ii) In advance of any activity the Hirer must check the following items:

- That all fire exits are unlocked and panic bolts are in good working order.
- That all escape routes are free of obstruction and can be safely used for instant free public exit.
- That any fire doors are not wedged open.
- That exit signs are labelled.
- That there are no fire-hazards on the premises.

## 10. 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, comply with any licensing condition for the premises.

## 11. Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall ensure that, in order to avoid disturbing neighbours of the hall and avoid violent or criminal behaviour:

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

Drunk and disorderly behaviour shall not be permitted, either on the premises or in its immediate vicinity. 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 in accordance with the Licensing Act 2003.

## 12. Food, health and hygiene

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 stored in compliance with the Food Temperature Regulations. Food shall not be prepared or consumed in any area other than the kitchen.

### 13. Electrical appliance safety

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there are safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989.

### 14. Stored equipment

The Sports Hall accepts no responsibility for any equipment brought to the premises by the Hirer and subsequently stored there 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, mentioned above) must be removed at the end of each hiring.

The Sports Hall may use its discretion in any of the following circumstances:

(i) Failure by the Hirer 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) Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in the committee disposing 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.

### 15. Smoking

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 thereunder. Any person who breaches this provision shall be asked to leave the premises. The Hirer shall ensure that anyone wishing to smoke does so outside (well away from the porch area), and disposes of cigarette ends, matches etc. in a tidy and responsible manner,

### 16. Use of equipment

The Hirer shall, prior to use of any equipment provided for recreational use within the sports hall, check that it is free from defect and is suitable for its intended purpose.

### 17. Liability

The Committee can accept no liability for:

(i) Any loss, damage or theft of vehicles or their contents when parked in the Sports Hall car park.

(ii) Any injuries sustained during recreational activities or events within the sports hall.

#### 18. Accidents and dangerous occurrences

Any failure of equipment belonging to the Sports Hall or brought in by the Hirer must be reported as soon as possible. The Hirer must report all accidents involving injury to the public to the Clerk as soon as possible and complete the relevant section in our accident book situated in the glass cabinet within the kitchen area.

#### 19. Explosives and flammable substances

The Hirer shall ensure that:

- (i) Highly flammable substances are not brought into, or used in any part of the premises.
- (ii) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are erected without our consent.

#### 20. Heating

The Hirer shall ensure that no unauthorised heating appliances are used on the premises when open to the public without the consent of the management committee. Portable liquefied propane gas (LPG) heating appliances must not be used, unless with specific written agreement of the committee.

#### 21. Animals

The Hirer shall ensure that no animals (including birds) except guide dogs, hearing dogs and assistance dogs, are brought into the premises, other than with the agreement of the committee.

#### 22. 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 must indemnify and keep indemnified each member of the committee accordingly against all actions, claims and proceedings arising from any breach of this Condition.

#### 23. 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. 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.

## 24. Cancellation

If the Hirer wishes to cancel a booking before the date of the event, they must do so within 24 hours of the booking to receive a full refund. The committee will use their discretion regarding the return of booking fees for any cancellations failing to meet these criteria.

The Committee reserves the right to cancel this Agreement by giving the Hirer 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 committee reasonably considering that (a) such hiring will

lead to a breach of licensing conditions, if applicable, or other legal or statutory

requirements, or (b) unlawful or unsuitable activities will take place at the premises as a result of this hiring;

(iii) The premises becoming unfit for the use intended by the Hirer;

(iv) 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 will be entitled to a refund, but the Sports Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

## 25. End of hire

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 Sports Hall shall be at liberty to make an additional charge.

## 26. No alterations

The Hirer must not make any alterations or additions to the premises nor install or attach any fixtures or placards, decorations or other articles in any way to any part of the premises without prior written approval of the committee. Any alteration, fixture or fitting or attachment so approved shall, at the discretion of the committee, remain in the premises at the end of the hiring. Such items will become the property of the Sports Hall unless removed by the Hirer, who must make good, to the satisfaction of the committee, any damage caused to the premises by such removal.

## 27. No rights

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