

Ashford War Memorial Institute.

STANDARD CONDITIONS OF HIRE

1. These standard conditions apply to all hiring Ashford War Memorial Institute (referred to as 'the Institute') and they form part of the Agreement for hire between the Trustees of Ashford War Memorial Institute (referred to as 'the Trustees' and the person who has signed the Booking Form (referred to as 'the Hirer'). If you are in doubt as to the meaning of any of the following conditions please consult the Bookings Secretary. The completed Booking Form forms part of this Agreement.
2. You, the Hirer, not being a person under 18 years of age, hereby accept responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all Standard 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 the supervision of the Institute, 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 Institute whatever their capacity, including proper supervision of car-parking arrangements so as to avoid obstruction and hazardous situations.

As directed by us, the Hirer must make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

The Hirer or their representative shall be present at the Institute for the duration of the event.

The Institute cannot be hired by people under 18.

4. Use of the Institute

The Hirer shall not use the Institute at any one time for any number of persons (including staff and performers) greater than that stated in the booking confirmation letter.

The Hirer shall not use the Institute for any purpose other than that described in the Booking Form and shall not sub-hire or use the Institute or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything to bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof.

Sale & consumption of alcohol is regulated by a Temporary Events Notice which is the responsibility of the Hirer to apply for and get as necessary.

The Hirer is responsible for leaving the Institute clean and tidy. The Hirer will report all breakage and damage to the Booking Secretary immediately. The Hirer is responsible for locking the Institute and returning the key to the key box and leaving the key code hidden.

The Hirer is responsible for keeping noise levels to a minimum and ending all events by 10.30 unless previously agreed with the Committee and covered by a TENS licence. You must ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning.

The Institute is in a residential area and the Hirer shall take due care to respect the residents of the village.

5. Insurance and indemnity

The Hirer is liable for:

(a) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including its curtilage or its contents

(b) the cost of repair of any damage (including accidental and malicious damage) done to our WiFi service

(c) all claims, losses, damages and costs made against or incurred by us, our employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of your use of the premises (including the storage of equipment) and your use of our WiFi service(if any), and

(d) all claims, losses, damages and costs made against or incurred by us as a result of any nuisance caused to a third party as a result of your use of the premises and/or the use of our WiFi service (if any), and subject to sub-clause (ii), you must indemnify us against such liabilities.

(ii) We will take out adequate insurance to insure the liabilities described in sub-clauses (i)(a) and (b) above and may, in our discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (i)(c) and (d) above. We will claim on our insurance for any liability you incur but you must indemnify us against:

(a) any insurance excess incurred and

(b) the difference between the amount of the liability and the monies we receive under the insurance policy.

(iii) Where we do not insure the liabilities described in sub-clauses (i)(c) and (d) above, you must take out adequate insurance to insure such liability and on demand must produce the policy and current receipt or other evidence of cover to our Hall Secretary. If you fail to produce such policy and evidence of cover, we will cancel this Agreement and re-hire the premises to another hirer.

We are insured against any claims arising out of our own negligence.

6. Gaming, betting and lotteries

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

7. Performing Rights Licence

The Institute has a Performing Rights Society Licence which permits the use of copyright music. If other licences are required in respect of any activity in the Institute, the hirer should ensure that they obtain the relevant licence.

8. Music

You must have our written permission for performance of live music and the playing of recorded music under the Deregulation Act 2015. This Agreement confers that permission.

9. Film

You must restrict children from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. You must ensure that you have the appropriate copyright licences for film. This Agreement confers the required permission on you. (The Deregulation Act 2015 requires you to have our written permission to show a film).

10. Licences for sale or consumption of alcohol

The Hirer shall be responsible for arranging such licences as may be needed whether for the sale or supply of intoxicating liquor and for the observance of same. Information is available from the Licensing Department of Derbyshire Dales District Council.

11. Safeguarding children, young people and vulnerable adults

You must ensure that any activities for 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, you must provide us with a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS).

12. Public safety compliance

You must comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and our fire risk assessment 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. You must also comply with our health and safety policy.

You must call the Fire Service to any outbreak of fire, however slight, and give details to our Hall Secretary.

(i) You acknowledge that you have received 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, included in the diagram of the Institute which forms part of the Hiring Agreement.
- 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.
- Location first aid boxes.

(ii) In advance of any activity whether regulated entertainment or not you 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 illuminated.
- That there are no fire-hazards on the premises.
- That emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the premises are occupied.

13. Food, Health and Hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. There are facilities for food service at the Institute and it is the Hirer's responsibility to ensure they are adequate for the purpose of hire. The premises are not provided with a thermometer.

14. Electrical appliances safety

The hirer shall ensure that any electrical appliances brought into the premises and used are PAT tested and used appropriately in accordance with the Electricity at Work Regulations 1989.

15. Accidents and dangerous occurrences

The Hirer must report all accidents involving injury to the public to the Bookings Secretary immediately and complete the relevant section in the accident book which is kept at the First Aid point in the Kitchen. Any failure of equipment belonging to the Institute or brought in by the Hirer must also be reported as soon as possible. You must report certain types of accident or injury on a special form to the Incident Contact Centre. Our Hall Secretary will give assistance in completing this form and can provide contact details of the Incident Contact Centre. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

16. Drunk and disorderly behaviour, supply of illegal drugs.

The Hirer must ensure that in order to avoid disturbing neighbours of the hall and to

avoid violent or criminal behaviour

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

Drunk and disorderly behaviour shall not be permitted either in the Institute or its immediate vicinity. We will ask any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way to leave the premises in accordance with the Licensing Act 2003.

Care should be taken to avoid disturbance to neighbours of the Institute.

17. Explosives and flammable substances

You must 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.
- iii) No fireworks, pyrotechnics (including Chinese lanterns) may be set off in the grounds of the Institute nor should they be brought into the Institute.

18. Smoking

No smoking is allowed in the Institute. The Hirer shall, and 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 Institute. You must ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner so as not to cause a fire.

19. Animals

The Hirer shall ensure that no animals (including birds) except Guide dogs, Hearing dogs and Assistance dogs are brought into the Institute other than for a special event agreed by the Bookings Secretary.

20. Flyposting

You must 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 us indemnified accordingly against all actions, claims and proceedings arising from a breach of this Condition. If you fail to observe this Condition, you may be prosecuted by the local authority.

21. Sales of goods

The Hirer shall, if selling goods at the Institute, comply with Fair Trading Laws and any code of practice used in connection with such sales.

22. Payment of hire fees and cancellation.

For booking under £50.00 we require full payment on receipt of invoice before the date of the event.

In all other cases a deposit of 50% of the hiring fee with invoiced on date of booking and the remainder due by the date of the event.

We will refund your deposit in case of cancellation minus a £5.00 administration fee.

We reserve the right to cancel a booking by written notice to the Hirer in the event of:

- (i) the Trustees 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 Institute as a result of this hiring;
- (ii) the Institute becoming unfit for the use intended by the Hirer;
- (iii) an emergency requiring the use of the Institute for the community such as an emergency shelter;
- (iv) when the Institute is required for use as a Polling Station.

In any such case you will be entitled to a refund of any deposit already paid, but we will not be liable to you for any resulting direct or indirect loss or damages whatsoever.

23. WiFi Services

When using the WiFi service you agree at all times to be bound by the following provisions:

- (i) not to use the WiFi service for any of the following purposes:
 - (a) disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;
 - (b) transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice;
 - (c) interfering with any other persons use or enjoyment of the WiFi service; or
 - (d) making, transmitting or storing electronic copies of material protected by copyright without permission of the owner;
- (ii) to keep any username, password, or any other information which forms part of the WiFi service security procedure confidential and not to disclose it to any third party.

24. Termination of the WiFi service

We have the right to suspend or terminate our WiFi service immediately in the event that there is any breach of any of the provisions of these Standard Conditions including without limitation:

- (i) if you use any equipment which is defective or illegal;
- (ii) if you cause any technical or other problems to our WiFi service;
- (iii) if, in our opinion, you are involved in fraudulent or unauthorised use of our WiFi service;
- (iv) if you resell access to our WiFi service; or
- (v) if you use our WiFi service in contravention of the terms of these Standard Conditions.

25. Availability of WiFi Services

(i) Although we aim to offer the best WiFi service possible, we make no promise that the WiFi service will meet your requirements. We cannot guarantee that our WiFi

service will be fault-free or accessible at all times.

(ii) It is your responsibility to ensure that any WiFi enabled device used by you is compatible with our WiFi service and is switched on. The availability and performance of our WiFi service is subject to all memory, storage and any other limitations in your device. Our WiFi service is only available to your device when it is within the operating range of the main hall.

(iii) We are not responsible for data, messages, or pages that you may lose or that become misdirected because of the interruptions or performance issues with our WiFi service or wireless communications networks generally. We may impose usage, or service limits, suspend service, or block certain kinds of usage in our sole discretion, to protect other users of our WiFi service. Network speed is no indication of the speed at which your WiFi enabled device or our WiFi service sends or receives data. Actual network speed will vary based on configuration, compression and network congestion.

26. Privacy and Data Protection

(i) We may collect and store personal data through your use of our WiFi service.

(ii) We may process all information about you which is provided in relation to our WiFi service in accordance with your legal rights under the Data Protection 1998 and solely for the purposes of offering the WiFi service.

(iii) By using our WiFi service, you agree to the terms of the clauses 23,24,25,26. Our WiFi service is owned and funded by Ashford War Memorial Institute. If you would like more information or object to anything in these conditions, you should speak to the Chair of the Committee.

27. Stored equipment

The Institute and its Trustees accept no responsibility for any stored equipment or other property brought into or left at the Institute 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.

We may, at our discretion, dispose of any items referred to below by sale or otherwise on such terms and conditions as we think fit, and charge you any costs we incur in storing and selling or otherwise disposing of the same, in any of the following circumstances:

i) your failure 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) your failure to dispose of any property brought on to the premises for the purpose of the hiring.

Should you wish to discuss storing equipment please contact the Secretary to the Institute.

28. No alterations

No alterations or additions may be made to the Institute nor may any fixtures be installed or notices, placards, decorations or other articles be attached in any way to any part of the Institute without the prior written approval of the Bookings Secretary. In our discretion, any alteration, fixture or fitting or attachment which

we have approved may remain in the premises at the end of the hiring. Such items will become our property unless you remove them and you must make good to our satisfaction any damage you cause to the premises by such removal.

29. No rights

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

Last update: January 2022