

Morton Hall Community Centre Ltd

Terms and Conditions of Hire Agreement

Definitions

For the purposes of this agreement and the conditions of hire, the terms:-

“**Hirer**” shall mean an individual hirer, or where the “Hirer” is an organisation.

“**Premises**” means those parts of the Community Centre selected on the Booking Form being those subject to this hire agreement.

“**Booking**” means the contract between the Hirer and Morton Hall Community Centre Ltd as detailed and on the terms of this agreement.

“**The Booking Form**” of which these conditions form part

“**Period**” means the date(s), time or times reserved under these conditions

“**Event**” means the described and authorised booking.

“**Curtilage**” means the land the building stands on

“**Morton Hall Community Centre**” is also referred to as “**The Hall**”

NB If you are unsure of any of these definitions, please contact our Booking Secretary for further clarification bookings@mortonhallcommunitycentre.co.uk

Hiring Agreement

In consideration of the Hire Fee detailed on the Booking Form, Morton Hall Community Centre Ltd, agrees to permit the Hirer to use part of, or all parts of the premises requested, and for the period(s) and times confirmed in the Booking Form when full pre-payment and confirmation of the acceptance of this Hiring Agreement have been received. All details inserted into the Booking Form are part of this agreement which is legally binding.

This Hiring Agreement includes these Standard Conditions and Special Conditions set out below.

Standard Conditions

1. Age

You, the Hirer, not being a person under 18 years of age, and the Hirer hereby accept responsibility for being in charge of and will be on the premises at all times during the hiring

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.

2. Supervision

During the period of the hiring, the Hirer is responsible for

- (i) supervision of the premises, the fabric and the contents;
- (ii) care of the premises, safety from damage however slight or change of any sort; and
- (iii) the behavior of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway.

As directed by us, you 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.

3. Use of premises

The Hirer must not use the premises (including the car park) for any purpose other than that described in the Booking Form and must not sub-hire or 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 on to the premises anything which might endanger the premises or render invalid any insurance policies covering the premises nor allow the consumption of alcohol without our written permission.

4. Insurance and Indemnity

(a) The Hirer is liable for:

- (i) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof of the contents of the premises
- (ii) all claims, losses, damages and costs made against or incurred by the Hall's Management 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 use of the premises (including the storage of equipment) by the Hirer, and
- (iii) all claims, losses, damages and costs made against or incurred by the Hall's Management Committee, their employees, volunteers, agents or invitees as a result of any nuisance caused by a third party as a result of the use of the premises by the Hirer, and

subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of the Hall's Management Committee, and the Hall's employees, volunteers, agents and invitees against such liabilities.

(b) Morton Hall Centre shall take out adequate insurance to insure the liabilities described in sub-clauses (a)(i) above and may, in its discretion, and in the case of non commercial hirers, insure the liabilities described in sub-clauses 9a) (ii) and (iii) above. Morton Hall shall claim on its insurance for any liability of the Hirer hereunder, but the Hirer shall indemnify and keep indemnified each member of Morton Hall Management Committee and the Centre's employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.

(c) Where Morton Hall does not insure the liabilities described in sub-clauses (a)(ii) and (iii) above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to Morton Hall Management Committee. Failure to produce such a policy and evidence will render the hiring void, and enable the Bookings Secretary to rehire the premises to another Hirer.

Morton Hall Community Centre is insured against any claims arising out of its own negligence.

5. Gaming, Betting and Lotteries

The Hirer will 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 relevant licences have been taken out under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL), or where appropriate, the hirer holds a licence if playing live, or recorded music where a fee is charge for entry.

7. Film

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

8. Childcare Act 2006

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable Groups Act 2006 and only fit and proper persons, who have passed the appropriate Criminal Records Bureau checks, have access to the children. Checks also apply where children over eight and vulnerable adults are taking part in the activities. The Hirer shall provide the Community Management Committee with a copy of their CRB check and Child Protection Policy on request.

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 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. The Hirer shall also comply with the Hall's Health and Safety Policy.

NB The Hall will not be staffed. Therefore, the Hirer, who must be present throughout the booking, or another nominated person to be confirmed in advance, must take charge in any emergency situation.

Fire Safety Instructions

- The Fire Service shall be called to **any** outbreak of fire, however slight and details given to the Management Committee.
- Fire alarms should be sounded and everyone on site evacuated to the Assembly Point – the tree outside on Union Road – without stopping to collect possessions, except a phone.
- From the Assembly Point Hirers should dial 999 using own mobile.
- Fire Training Slides will be provided for Regular Hirers, and one-off booking will receive written instructions as to what to do in case of a fire.

10. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly in the evening and early 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.

All internal fire doors leading into the Main Hall shall remain closed during the hiring, and may not be propped open.

11. Drunk and Disorderly Behaviour and Supply of Illegal Drugs

The Hirer shall ensure that in order to avoid disturbing neighbours to the Hall and avoid violent or criminal behaviour, care should 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. 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. Health and Hygiene

The Hirer shall, if preparing, cooking or 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 accordance with the Food Temperature Regulations. Food preparation and cookery may only take place in the kitchen.

13. Electrical Appliance Safety

The Hirer understands that **NO** additional electrical appliances may be brought into the Hall, without written permission, and without them being portable appliance tested (PAT tested.) Deep Fat Fryers, this includes any additional cooking or heating or cooling appliances.

All portable appliances should be used in a safe manner without trailing wires, in accordance with the Electricity at Work Regulations 1989.

14. Stored Equipment

Morton Hall accepts no responsibility for any stored equipment or other property brought onto 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 until the same is removed.

Lost property will be donated to charity after six months storage.

15. Smoking

Smoking within any part of Morton Hall is prohibited, and the Hirer shall ensure that they and the Hirer's invitees, comply with the prohibition of smoking in public places provision of the Health Act 2006 and regulations made thereunder.

Any person who breaches this provision will be asked to leave the building. The Hirer shall 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.

16. Accidents and Dangerous Occurrences

Any failure of equipment or damaged equipment belonging to Morton 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 a member of the Management Team as soon as possible, and complete the relevant section in the Hall's Accident Book, however minor.

17. Explosives and Flammable Substances

The hirer shall ensure that:

- Highly flammable substances are not brought into, or used in part of the premises, including candles, except on a birthday cake, and that
- No internal decorations of a combustible nature (e.g., polystyrene, cotton wool) shall be erected without the consent of the Management Committee. No decorations are to be put up near light fittings or heaters.

18. Heating and Cooling

The Hirer shall ensure that no unauthorised heating, cooking or cooling appliances shall be brought into the Hall to be used on the premises when open to the public without the consent of the Management Committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used. Should you adjust any heating controls they must be returned to their original setting, or if electrical e.g., fans, switched off and un-plugged at the end of your session.

19. Animals

The Hirer shall ensure that no animals (including birds) except guide, assistance, or hearing dogs, are brought into the premises, other than for a special event agreed by Morton Hall

taking place in the Main Hall only, or for regular Dog Classes. No animals may enter the kitchen at any time, or other areas which are carpeted.

20. Fly Posting

The Hirer shall not carry out or permit fly posting or any other form of unauthorized advertisements for any event taking place at the premises, and shall indemnify and keep indemnified each member of the Hall's Management Committee accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

21. 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 the organiser's name and address and that any discounts offered are based only on the Manufacturers' Recommended Retail Prices

22. Cancellation

Event Bookings and All Other Booking Types

All events and other types of bookings are normally non-refundable once the invoice has been paid in full and confirmation of the booking has been issued.

However, a refund of all monies paid, subject to a minimum administration charge of £20, will be made if another booking of the same value for the same date and times can be substituted. A transferred alternative date may sometimes be offered within the following three months depending on the circumstances of the cancellation; this will also be subject to a minimum administration charge of £20.

It is recommended that the Hirer takes out Insurance to cover the possibility of cancellation.

Regular Bookings

Four weeks notice is required for the cancellation or the amendment of a regular and weekly booking, with the exception of unsafe weather conditions, or at the discretion of the Management Committee. Less notice is charged on a sliding scale:

- 3 weeks notice – 1 week will be due for payment
- 2 weeks notice – 2 weeks will be due for payment

- 1 weeks notice – 3 weeks will be due for payments

NB No refund given if notice is less than a week.

All cancellations or amendments to regular bookings will be subject to an administration fee of £10.00.

Morton Hall Community Centre reserves the right to cancel all hirings 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 Management Committee reasonably considers 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 use intended by the Hirer

d) An emergency requiring use of the premises for 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 payments already made, but the Centre shall not be liable to the Hirer for any resulting or direct loss or damages whatsoever.

23. Wi-Fi Services

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

- (i) not to use the Wi-Fi service for any for 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 Wi-Fi 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 Wi-Fi 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 Wi-Fi service;
- (iii) if, in our opinion, you are involved in fraudulent or unauthorised use of our Wi-Fi service;
- (iv) if you resell access to our Wi-Fi service; or
- (v) if you use our Wi-Fi service in contravention of the terms of these Standard Conditions.

25. Availability of Wi-Fi Services

(I) Although we aim to offer the best Wi-Fi service possible, we make no promise that the Wi-Fi service will meet your requirements. We cannot guarantee that our Wi-Fi service will be fault-free or accessible at all times.

(ii) It is your responsibility to ensure that any Wi-Fi enabled device used by you is compatible with our Wi-Fi service and is switched on. The availability and performance of our Wi-Fi service is subject to all memory, storage and any other limitations in your device. Our Wi-Fi 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 Wi-Fi 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 Wi-Fi service. Network speed is no indication of the speed at which your Wi-Fi enabled device or our Wi-Fi 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 Wi-Fi service.
- (ii) We may process all information about you which is provided in relation to our Wi-Fi service in accordance with your legal rights under the Data Protection 1998 and solely for the purposes of offering the Wi-Fi service.
- (iii) By using our Wi-Fi service, you agree to the terms of this clause 26. If you would like more information or object to anything in these conditions, you should speak to:

When using the Wi-Fi service the Hirer agrees at all times to be bound by the following provisions:

- (a) not to use the Wi-Fi service for any for the following purposes:
 - (i) disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;
 - (ii) 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;
 - (iii) interfering with any other persons use or enjoyment of the Wi-Fi service; and
 - (iv) making, transmitting or storing electronic copies of material protected by copyright without permission of the owner
- (b) to keep any username, password, or any other information which forms part of the Wi-Fi service security procedure confidential and not to disclose it to any third party.

27. End of Hire

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, returned to the original layout, without damage or missing items, time over run, remaining accumulated rubbish, nor requiring Volunteer intervention. Also, properly locked and secured unless directed otherwise. In the Main Hall chairs re-stacked into fours, placed where directed with all tables used returned to storage areas. Otherwise, the Hall shall be at liberty to make an additional charge which may be deducted from the Housekeeping Deposit.

28. No 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 prior written approval to the Management Committee. Any alteration, fixture or fitting or attachment so approved shall be at the discretion of the Management Committee and remain in the premises at the end of the hiring. It will become the property of Morton Hall Community Centre unless removed by the Hirer who must make good to the satisfaction of the Centre any damage caused to the premises by such removal.

Blu Tack or similar products may be used with care, attached to woodwork rather than walls

29. No Rights

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

Special Conditions of Hire

In the Main Hall, as a minimum, single bookings of one and half hours for one session can only be accepted. (Two separate sessions require a minimum of 3 hours.) Please include arrival, setting up, clearing away, and departure time, in your hiring request. In all other areas, single bookings will be accepted for a minimum of two hours.

Day time Children's Parties for pre-school and junior school children may be booked in the Main Hall only, and are accepted for a minimum of three hours to include arrival, setting up, the party, clearing away and departure times. There is space for a bouncy castle or two depending on final numbers attending, including all adults, and other planned entertainment. Sessions available are morning, and afternoon. Please confirm type of entertainment.

The confirmed maximum numbers must not be exceeded in any booked space, and must include children, in addition to adult guests, parents, helpers, trainers etc.

The Hall is not licensed to sell alcohol. A limited number of Temporary Event Notices (TENS) may be requested.

Public Events will require Public Liability Insurance, and a Risk Assessment.

All evening events must end promptly, to include clearing away and departure with everyone off the premises by at 22.30 to comply with our Public Entertainment Licence.

Payment Information

Regular bookings

Our regular hirers must request their next bookings and make full pre-payment no later than the 17th of the month prior to the sessions requested. Failure to request advance bookings or to pay within these agreed terms and timescales may result in the release of regularly requested sessions.

New Regular Hirers will be invoiced for their first sessions at the time they make their booking request, and then will be invoiced monthly

Bookings for more than one occasion will also be asked to pay a key deposit of £30 refunded when returned at the end of the block bookings.

Event & All Other Booking Types

No bookings can be confirmed or go ahead until full pre-payment has been made. Full pre-payment is due at the time a booking is made for one-off and event bookings.

You will be asked to pay a Housekeeping Deposit, which is refunded after the event or series of bookings, on the condition that all items are replaced to their original set up positions, all areas used are left clean and tidy “*as you would expect to find them*” ready for the next hiring, without damage or missing items, time over run, and that all rubbish has been collected and taken off site, as we don't have a refuse collection service or a caretaker.

Use of the Hall

Playing football and other hard ball games is not permitted in the Main Hall to prevent damage to our acoustic ceiling tiles. Nor are dry ice, smoke, snow, bubbles, slime, scooters, bikes, ride ons, roller skates or skate boards. Please make any entertainment booked aware of this.

The Hall won't be staffed during your hiring, but you will be provided with written fire instructions, an emergency contact duty number, and a check list to ensure that your Housekeeping Deposit will be fully refunded.

The Hall doesn't have a phone, so please ensure you have a working mobile with you in case of any emergency situation or difficulty.

Please also ensure that any outside caterers, bouncy castle providers, band, and entertainers are aware of the hire period and that they will not be able to enter before or leave after the hire period.

When setting up for your event or class all emergency exits must be kept clear at all times.

Opening and Closing the Hall for Events and Non-Key Holder Hirers

Arrangements for access to the Hall will be made shortly before your hire.

Please email bookings@mortonhallcommunitycentre.co.uk a few days before and these arrangements will be confirmed.

A larger print version of this Hiring Agreement is available on request from the email address given above.