



Ditton Parish Council
The Community Centre, Kilnbarn Road, Ditton, Kent. ME20 6AH
Tel: 01732 844749

Standard Conditions of Hire

These standard conditions apply to all hiring of the Community Centre. If the Hirer is in any doubt as to the meaning of the following, contact the Parish Office immediately.

- 1. Age**
The Hirer, not being a person under 21 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, under this Agreement, relating to management and supervision of the premises are met.
- 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. Abuse or threatening behaviour to any of the Parish Council staff will not be tolerated. The Parish Council retains the right to terminate this Contract immediately in cases where staff feel they are being abused or threatened. It is the hirers responsibility to carry out their own risk assessments (including use of equipment) and any personal emergency evacuation plans that may be needed.
- 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. The Hirer shall not use drawing pins, staples, sellotape, blu-tack or any sticky substance (except for white-tack) on the walls or other surfaces, and should ask the Parish Office if notices are required to be put up. Do not fix decorations near light fittings or heaters. The hirer must remove their decorations and all associated materials before they leave. **N.B. THE USE OF "PARTY POPPERS", "PARTY CANNONS", STREAMERS OR SIMILAR ITEMS ARE NOT PERMITTED** as these can stain the floor.
- 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. Licensable activities**
The Parish Council holds a Performing Right Society Licence, which permits the use of copyright music in any form, e.g. record, compact disc, tapes, radio, television or by performers in person. Recorded and live music must end at 12.00 (midnight) Monday to Saturday and 10.30pm on Sunday (with exception of New Years Eve 1.00am). Block hirers will incur a small charge for PRS. If other licences are required, in respect of any activity in the hall the Hirer should ensure that they hold the relevant licence or the hall holds it. The Parish Council holds an alcohol licence with the local authority. All alcohol and soft drinks must be purchased from the Community Centre. The sale of alcohol and soft drinks is prohibited with the exception of hot beverages without prior permission from the Parish Council. Bar licence times are as follows with the exception of New Years Eve 12.30am:

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|-------------------|--------------------------|
| Monday – Thursday | 12.00 (midday) – 11.00pm |
| Friday – Saturday | 12.00 (midday) – 11.30pm |
| Sunday | 12.00 (midday) – 10.30pm |

6. 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, the Centre'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. In observance to the Fire Regulations, the following limitations of numbers must be adhered to:

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|-----------------|-----|
| Oaken Hall | 300 |
| Don Carman Hall | 100 |
| Acorn Room | 50 |

7. Means of escape

All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.

8. Outbreaks of fire

The Fire Brigade shall be called to any outbreak of fire, however slight.

9. 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 refrigerated and stored in compliance with the Food Temperature Regulations.

10. Electrical appliance safety

The Hirer shall ensure that any electrical appliances 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.

11. Insurance and indemnity

(a) The Hirer shall be 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 or the contents of the premises
- (ii) all claims, losses, damages and costs made against or incurred by the Parish Council, 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 Parish Council, 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 by the Hirer, and subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of the Parish Council's employees, volunteers, agents and invitees against such liabilities.

(b) The Parish Council 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 (a) (ii) and (iii) above. The Parish Council shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of the Parish Council's employees, volunteers, agents and invitees against any insurance excess incurred and the difference between the amount of the liability and the monies received under the insurance policy.

(c) Where the Parish Council 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 the Parish Council. Failure to produce such policy and evidence of cover will render the hiring void and enable the Parish council to rehire the premises to another hirer.

12. Accidents and dangerous occurrences

The Hirer must report all accidents involving injury to the public to the Duty Caretaker **as soon as possible** and complete the relevant section in the Community Centre's accident book. Any failure of equipment belonging to the Community Centre 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 Incident Contact Centre.

The Duty Caretaker will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR). The Incident Contact Centre can be contacted in any of the following ways:

Telephone: 0845 3009923 Website: www.riddor.gov.uk or via the HSE website: www.hse.gov.uk

Post: Incident Contact Centre, Caerphilly Business Park, Caerphilly, CF83 3GG

13. Explosives and flammable substances

The hirer shall ensure:

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

14. Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the Parish Council. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

15. 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 shall 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. Alcohol shall not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18. 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. No illegal drugs may be brought onto the premises.

16. Safeguarding children, young people, and adults at risk

17. The hirer (other than for hire for private parties arranged for invited friends and family) must ensure that any activities for children, young people and adults at risk are only provided by fit and proper persons in accordance with the Children Act 1989 and 2004, 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). All reasonable steps must be taken to prevent harm, and to respond appropriately when harm does occur. Relevant concerns must be reported.

18. 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 shall indemnify and keep indemnified each member of the Parish Council 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.

19. 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.

20. Film shows

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

21. Cancellation

If the Hirer wishes to cancel the booking before the date of the event, the following hire charges will apply: Notice of cancellation received:

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|--------------------------------|------------------------------|
| more than 13 weeks before | no charge |
| between 13 and 10 weeks before | 30% of the full booking fee |
| between 9 and 6 weeks before | 50% of the full booking fee |
| between 5 and 2 weeks before | 90% of the full booking fee |
| less than 2 weeks before | 100% of the full booking fee |

The Parish Council reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election
- the Parish Council 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 premises as a result of this hiring
- the premises becoming unfit for the use intended by the Hirer
- 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 deposit already paid, but the Parish Council shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

22. End of hire

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition.

23. 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.

24. Stored equipment

The Parish Council 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.

The Parish Council may, use its discretion in any of the following circumstances:

- Failure by the Hirer either to pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended
- 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 Parish Council 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.

25. 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 the prior written approval of the Parish Council. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the parish council remain in the premises at the end of the hiring. It will become the property of the Parish Council unless removed by the hirer who must make good to the satisfaction of the hall or, if any damage caused to the premises by such removal.

26. No rights

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

27. Smoking

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 premises. In addition to being a no-smoking facility, the use of electronic cigarettes is also prohibited.

28. Security

A charge for SIA registered Security will be made at the Parish Council discretion dependant on the nature of the event.