

SHIPTON READING ROOM

Standard Conditions of Hire (Jan 24)

These standard conditions apply to all hiring of the Reading Room and a copy should be given to all Hirers. If the Hirer is in any doubt as to the meaning of the following, the Booking Secretary should immediately be consulted.

1. Age

The Hirer, not being a person under 18 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 the Agreement, relating to the 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 and safety from damage however slight.
- the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements to avoid obstruction of the highway.

As directed by the Booking Secretary, the Hirer shall 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 shall not use the premises for any purpose other than that described in the Hiring Agreement. The Hirer shall not re-hire or use the premises or allow the premises to be used for any unlawful or unsuitable purpose or do anything or bring onto the premises anything which may endanger occupants or render invalid any insurance policies. Hirers must not allow the consumption of alcohol thereon without permission.

4. Fire Safety

The Reading Room has a No Smoking Policy.

In the event of a fire, the Reading Room should be evacuated using the two fire exits in an orderly manner with occupants gathering on the green opposite, and the Fire Brigade called by dialling 999. There is no phone in the Reading Room so you should bring a mobile phone with you. ***The signal in the Reading Room is quite poor so you should move outside to make the call or use Wi-Fi calling***

You should acquaint yourselves with the location of, and of the instructions on, the use of the fire extinguishers. The location of these is shown on the attached plan of the Reading Room.

You must not use flammable decorations. Any decorations must be kept well away from the heaters.

You must not use candles or other naked flames in the Reading Room.

IN THE EVENT OF A FIRE

Sound the Alarm by operating the nearest Alarm Call Point

Dial 999 to call the Fire Brigade

Leave the building by the nearest available exit.

Assemble on the Village Green opposite the Reading Room

Do not stop to collect belongings.

5. Capacity

The maximum capacity of the hall is 120 (when everyone is standing). Seated, the capacity is for 60. Do not exceed this number.

6. Electrical 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:

- Do not use extension cables or multiple socket adaptors. All electrical equipment brought in for use in the Reading Room must be PAT tested.
- The kettles, urns and coffee makers should only be used in the kitchen.
- Please check for exposed wires or damaged cables before using any electrical appliance and report any damage to the Booking Secretary.
- Where a residual circuit breaker is provided the Hirer must make use of it in the interests of public safety.
- Ensure that there are no trailing cables that could present a tripping hazard.
- All sockets must be switched off and appliances unplugged at the end of the session. The radiators are to be left switched on at the wall sockets as the heating is controlled remotely.
- **The electric heaters may be hot to touch. Keep children and vulnerable people away from them and do not place anything near the radiators that could cover or block the heating vents.**

7. Road Safety and Children

The entrance to the Reading Room is very close to the road where vehicles (and large farm vehicles) can pass at speed. The gate outside the entrance must be kept closed when children are attending an event within the Reading Room. This is to prevent road accidents caused by a child running out of the Reading Room onto the road outside.

8. General Safety

- A First Aid box is located in the kitchen.
- When moving the chairs in and out of the hall please only move one chair at a time and do not stack them higher than seven chairs.
- The hire of the Reading Room does not include access to the land behind. Please keep away from there.

- Please do not allow children to climb on the windowsills.
- Do not allow anyone to swing on the roof beams.
- Note that the floors can be slippery when wet. Ensure all spillages are wiped up immediately.
- Children must be kept out of the kitchen area unless a responsible adult is present.

9. Decoration

Please do not fix anything to the walls. This includes Sellotape and Blue Tack, both of which will leave marks or lift the paint.

10. Leaving the hall after your hire – checklist

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 Reading Room shall be at liberty to make an additional charge.

- Please leave the hall in the same clean and tidy state you found it.
- Please take all your rubbish with you as rubbish is not collected by CDC from the Reading Room. This includes emptying the bins in the toilets.
- Ensure all lights in the main hall are switched off using the three switches. Ensure they are off and not just dimmed low (depress switches for 'on' and 'off').
- Ensure all appliances are switched off and unplugged but leave radiators switched on at the wall and as you found them.
- Switch off the water heaters if you have switched them on.
- Double check the fire exit door in the main hall is firmly closed and that the sky lights are closed.
- Make sure you have locked the main door as you leave the building and close the front gate.
- If you have borrowed a key, please return it.

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 Reading Room Trustees, , volunteers, 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 Reading Room Trustee, , volunteers, 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 Reading Room Trustees and the Reading Room's, volunteers, and invitees against such liabilities.

(b) The Reading Room Trustees hold insurance to ensure the liabilities described in sub-clauses (a)(i) above and may, at its discretion and in the case of non-commercial hirers, insure the

liabilities described in sub-clauses (a) (ii) and (iii) above. The Reading Room Trustees shall claim on insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of the Reading Room Trustees and the Reading Room's, volunteers, 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 the Reading Room 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 Reading Room Booking Secretary.*** Failure to produce such policy and evidence of cover will render the hiring void and enable the Reading Room Booking Secretary to rehire the premises to another Hirer.

The Reading Room is insured against any claims arising out of its **own** negligence.

12. Qualification

Third Party, commercial providers must be suitably qualified and current in the provision of the service being provided. ***The Third party commercial provider shall provide the Reading Room management committee with a copy of their appropriate and current qualifications on request.***

13. 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.

14. Music Copyright licensing

The Reading Room holds a PPL PRS Music Licence which allows us to legally play music for employees or customers through the radio, TV, other digital devices (streaming) and live performances. The Reading Room also holds a TV licence. Film nights organised via the Reading Room Trustees are covered through the Community Film Organisation. If a hirer is intending any music or film entertainment outside of the above parameters then they should notify the Trustees. The Hirer is responsible for ensuring that they hold any relevant licenses for the event.

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification.

15. 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 DBS checks should have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. ***The Hirer shall provide the Reading Room management committee with a copy of their DBS check and Child Protection Policy on request.***

16. Public safety compliance

It is the intention of the Reading Room Trustees to comply with all health and safety legislation and to act positively where it reasonably can do so to prevent injury, ill health or any danger arising from its activities and operations.

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.

The Fire Service shall be called to any fire, however slight, and details shall be given to the Booking Secretary.

(a) The Hirer acknowledges that they 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. (Include diagram of location when handing over keys).
- 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 of the First Aid box.

In advance of any activity, whether regulated entertainment or not, the Hirer shall check the following items:

- That all fire exits are unlocked and panic bolts 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 obvious fire hazards on the premises.
- That the maximum capacity of 120 persons in the Reading Room is not exceeded (60 when seated).
- That emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

17. 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.

18. Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall ensure that care shall be taken to avoid excessive consumption of alcohol to avoid disturbing neighbours of the Hall and avoid violent or criminal behaviour. No illegal drugs may be 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.

19. 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. The premises are provided with a refrigerator but not with a thermometer.

20. Stored equipment

The Reading Room 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 Reading Room 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 them within seven 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 Reading Room Trustees 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.

21. 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 away from the hall entrance and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire. Vaping is also prohibited within the Reading Room.

22. Accidents and dangerous occurrences

Any failure of equipment belonging to the Reading Room or brought in by the Hirer must also be reported **as soon as** possible. The Hirer must report all accidents involving injury to the public to the Booking Secretary **as soon as** possible and complete the relevant section in the Reading Room's accident book. Certain types of accident or injury must be reported on a special form to the

Incident Contact Centre. The Reading Room Booking 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 1995 (RIDDOR).

23. Explosives and flammable substances

The hirer shall ensure that:

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

24. 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 management committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

25. Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by the Reading Room Trustees. No animals whatsoever are to enter the kitchen at any time.

26. Fly posting

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place on the premises and shall indemnify and keep indemnified each member of the Reading Room's Trustees 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.

27. 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.

28. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the Reading Room is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Reading Room Trustees. The Reading Room Booking Secretary reserves the right to cancel this hiring 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 Reading Room Trustees reasonably consider that (i) such hiring will lead to a breach of licensing conditions, 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 the use intended by the Hirer
- d) 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 Reading Room shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

29. 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 Booking Secretary. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Reading Room remain in the premises at the end of the hiring. It will become the property of the Reading Room unless removed by the Hirer who must make good to the satisfaction of the Reading Room any damage caused to the premises by such removal.

30. No rights

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