

Bishops Hull Hub

Standard Conditions of Hire

May 2021

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If you are in any doubt as to the meaning of any of the Conditions, you must seek clarification from us without delay.

1. Age

You, 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.

2. Supervision

During the period of the hiring, you are responsible for:

1. supervision of the premises, the equipment and the contents;
2. care of the premises, safety from damage however slight or change of any sort; and
3. the behaviour of all persons using the premises whatever their capacity, ensuring the 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. Confirmation and Payment Terms

For one-off events, such as parties and events, full payment will be required to confirm the booking. Payment will be required within 14 days of the invoice date or before the event, whichever is sooner. See Cancellation section for terms of cancellation.

A refundable deposit of £200.00 is required when paying the balance for all Adult parties, social events and discos as determined by The Hub. This is returned within 7 days after the event when the premises are left in a satisfactory condition.

For regular bookings invoices will be sent monthly in advance with a payment term of 14 days or the booking date, whichever is sooner.

Confirmation of all regular booking dates will be required. Changes or cancellations of bookings will require you to give at least one months notice. Failure to do so may result in charges being applied.

Use of premises

You must not use the premises (including the car park) for any purpose other than that described in the Agreement 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.

The car park is for the sole use of The Hub and not for public use unless specifically arranged and agreed with The Hub in advance.

No access is to be gained into the playing field through the gates unless specifically arranged and agreed with The Hub in advance.

4. Booking timings

Bookings of the hall can be made in 5 minute increments around the hour. Hirers must assess their setting up, clearing and cleaning time before confirming their booking duration. The hall must be left clean and tidy before the end of their hire duration.

Reports of over-running events will be logged by The Hub and booking duration could be extended or penalised for repeat delays.

5. 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).

All hirers must read and agree with the Hubs Safeguarding Policy to protect the safety of all users of The Hub.

No cameras or photos to be taken outside the venue during anytime children or parents are in visible distance from the venue.

6. Insurance and indemnity

(i) You are liable for:

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- (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 audio, visual or networking equipment.
 - (c) all claims, losses, damages and costs made against or incurred by us, our employees, volunteers 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 entertainment equipment, 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

7. Gaming, betting and lotteries

You must ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

8. Music

You must inform us for performance of live music and the playing of recorded music under The Copyright, Designs and Patents Act 1988 . Confirmation of this Agreement confers the required permission on you. (The Deregulation Act 2015 requires you to have our written permission to show a film).

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 inform us for the showing of copyright video or film under The Copyright, Designs and Patents Act 1988 . Confirmation of this Agreement confers the required permission on you. (The Deregulation Act 2015 requires you to have our written permission to show a film).

10. 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 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.

→ 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. (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 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 obvious fire-hazards on the premises.

11. Noise

You must ensure that the minimum of noise is made on arrival and departure and respect our residential neighbours, particularly in the evening and early in the morning. You must, if using the venues sound equipment, use responsibly and do not exceed the maximum specified noise level and comply with the licensing condition for the premises.

12. Drunk and disorderly behaviour and supply of illegal drugs

You must ensure that in order to avoid disturbing neighbours of the hall and avoid violent or criminal behaviour:

- no one attending the event consumes excessive amounts of alcohol
- no illegal drugs are brought onto the premises under any circumstances.

Drunk and disorderly behaviour is not permitted either on the premises or in 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. The venue holds the right to inform the police if deemed necessary.

13. Food, health and hygiene

You must, 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 and thermometer. Ensure the refrigerator is emptied upon departure. Items left will be disposed of. The Bishops Hull Hub may charge up to £10 for removal of each item.

14. Electrical appliance safety

You must ensure that any electrical appliances brought by you 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. Where a residual circuit breaker is provided you must make use of it in the interests of public safety.

15. Stored equipment

We accept 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 previously agreed stored equipment) must be removed at the end of each hiring or we will charge fees each day at the hire fee per hiring until the same is removed.

We may, in 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 purposes of the hiring.

16. Smoking

You must comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder.

Strictly no smoking within the premises or within the outdoor paved area.

Strictly no vaping within the premises.

We will ask any person who breaches this provision to leave the premises. You must ensure that anyone wishing to smoke does so away from the building and away from large groups of people.

All cigarette ends must be removed from the premises and disposed of as waste in a tidy and responsible manner, so as not to cause a fire.

17. Accidents and dangerous occurrences

You must report to us as soon as possible any failure of our equipment or equipment brought in by you. You must report all accidents involving injury to the public to us as soon as possible and complete the relevant section in our accident book. 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).

18. Explosives and flammable substances

You must ensure that:

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

19. Heating

You must ensure that no unauthorised heating appliances are used on the premises when open to the public without our consent. You must not use portable liquefied propane gas (LPG) heating appliances. If you wish to comment on the temperature or ventilation of the venue please feed this back to The Hub booking team.

20. Animals

No animals in the premises except Guide dogs, Hearing dogs and assistance dogs.

21. Fly posting

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

22. Sale of goods

You must, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, you must ensure that the total prices of all goods and services are prominently displayed, as must be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

23. Privacy and Data Protection

See our Privacy and Data Protection Policy

24. Cancellation

If you wish to cancel the booking within 14 days of the date of the booking and we are unable to arrange a replacement booking, we will still require payment of the hire fee.

We reserve the right to cancel this Agreement by giving you 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. our 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 your intended use;
- 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 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.

25. End of hire

You are responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured and any contents temporarily removed from their usual positions properly replaced, otherwise we may make an additional charge. The key is to be returned to the lock box and the lock box secured.

26. No alterations

You 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 our prior written approval. 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.

27. No rights

This Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on you.