

Stone

Town Council



Frank Jordan Centre

Terms and Conditions of Hire

January 2020

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1 INTRODUCTION

- 1.1 These standard conditions apply to all hiring of the Frank Jordan Centre. If the Hirer is in any doubt as to the meaning of any items within this agreement, they should consult the Town Clerk, or their representative, prior to signing the hire agreement.

2 HIRER

- 2.1 “Hirer” shall mean an individual or where the Hirer is an organisation, the authorised representative.
- 2.2 The Hirer hereby accepts responsibility for being in charge of and on the premises at all times during the hire period and for ensuring that all conditions under this Agreement are met.
- 2.3 These conditions prohibit the hire of the Centre to anyone under the age of 21 years. An older person making a booking on behalf of someone younger than 21 years old must be aware of the responsibilities for which they will be liable.

3 SUPERVISION

- 3.1 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 and the prevention of obstruction to the highway.
- 3.2 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.

4 USE OF PREMISES

- 4.1 “Premises” refers to the Frank Jordan Centre building, its car park and other associated land and structures.
- 4.2 The Hirer shall not sub-hire the premises, nor use them for any purpose other than that described in the Hiring Agreement. The premises may not be used for any unlawful purpose or in any unlawful way. The Hirer shall not bring onto the premises anything which may endanger its lawful use or render invalid any insurance policies in place. In particular, the consumption of alcohol on the premises is specifically prohibited without the Council’s written permission.

- 4.3 Use of the Centre for any commercial purposes, even as part of an otherwise non-commercial booking, will only be permitted with the prior written consent of the Council.
- 4.4 The foyer area is not to be used for any purpose, other than as a means of access to the building, toilets and store room and, if specifically designated at the time of the booking, as an area for the storage of prams, pushchairs, wheelchairs and mobility scooters whilst not in use. The undertaking of any other activities in this area is strictly prohibited.
- 4.5 The Hirer may use the designated area of the car park, subject to there being suitable spaces available. Vehicles must only be parked in the designated area, and must not block access to other parts of the car park. The Hirer should note that the car park is locked each evening and at weekends. Vehicles that are not removed promptly following an event may be locked in until the Centre is next opened.
- 4.6 Bicycles, skateboards, roller skates, scooters and similar items are not permitted in the building at any time.
- 4.7 Use of the premises will only be permitted for the period specified in the Hiring Agreement (the "Hire Period"), which must include sufficient time for all "setting up" and "clearing up" activities.
- 4.8 The building should always be left as it was found. Any issues should be notified to the Council prior to the commencement of a booking. A charge will be made for work to return the building to the appropriate standard, if necessary. This includes, for example, cleaning, repairs and the replacement of damaged or missing items.
- 4.9 The Council reserves the right to refuse bookings where it believes that undue wear and tear may occur to the building or its fixtures, fittings or equipment.

5 USE OF EQUIPMENT ETC.

- 5.1 Tables and chairs are provided for the use of hirers, but needs should be conveyed to the Town Council in advance of a booking so that the Caretaker can both set up and put away these items. There is a risk to safety from the chair stacks and from movement of the tables, particularly on and off the trolleys, so this task should only be undertaken by the Centre caretaker.
- 5.2 Hirers should not move equipment belonging to the Town Council or other hirers.
- 5.3 Where hirers bring their own equipment into the Centre, they accept full liability for its movement and use.
- 5.4 Permission should be obtained from the Council before any items not belonging to the Council are stored at the Centre. The hirer agrees to indemnify the Council against any consequences of this storage (see also section 30 below).

6 KITCHEN AREAS AND EQUIPMENT

- 6.1 The Hirer accepts full liability for the use of the kitchen facilities and any/all consequences that may result from this use.
- 6.2 Kitchen facilities may only be used if agreed by the Council at the time of booking. The use may be subject to a deposit and charge separately from the hire of the room in accordance with the policy of the Council at the time of the booking.
- 6.3 The kitchen should always be left as it was found. Any issues should be notified to the Council prior to the commencement of a booking. A charge will be made for work to return the kitchen to the appropriate standard if necessary. This includes, for example, cleaning, repairs and the replacement of damaged or missing items.

7 CLOSED CIRCUIT TELEVISION (CCTV)

- 7.1 The Hirer notes that the premises, both internally and externally, are covered by CCTV and accepts that activities at the Centre are likely to be recorded. The Council will comply with data protection requirements in respect of personal data.

8 GAMING, BETTING AND LOTTERIES

- 8.1 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.

9 LICENSABLE ACTIVITIES

- 9.1 It is the Hirer's responsibility to establish whether any licences are required for their booking, and to ensure that they obtain all of the licences required. The Town Council will be unable to advise on licencing requirements, but can advise on any licences already held.

10 PUBLIC SAFETY COMPLIANCE

- 10.1 The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, 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 notices.

- 10.2 The Hirer acknowledges that they have received instruction in the following matters:
- a. The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
 - b. The location and use of fire equipment (see Appendix A).
 - c. Escape routes and the need to keep them clear.
 - d. Method of operation of escape door fastenings.
 - e. Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
- 10.3 In advance of a booking the Hirer shall check the following items:
- a. That all fire exits are unlocked and panic bolts in good working order.
 - b. That all escape routes are free of obstruction and can be safely used.
 - c. That any fire doors are not wedged open.
 - d. That exit signs are illuminated.
 - e. That there are no obvious fire hazards on the premises.
- 10.4 Any spillages or similar must be cleaned up by the hirer immediately.
- 10.5 Whilst modes of transport for babies, children and the disabled, such as prams, pushchairs, wheelchairs and mobility scooters will be permitted in the building, any items not in use will need to be stored in the designated location to ensure that escape routes are kept clear at all times.

11 MEANS OF ESCAPE

- 11.1 All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.
- 11.2 The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

12 OUTBREAKS OF FIRE OR FLOOD

- 12.1 The Fire Brigade shall be called to any outbreak of fire or flood, and details thereof shall be given to the Town Council on 01785-619740 or 07956-193027. Hirers should ensure that they are aware of the location of fire exits (see Appendix A).

13 HEALTH AND HYGIENE

- 13.1 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.

14 ELECTRICAL APPLIANCE SAFETY

- 14.1 The Hirer shall not use any electrical appliances without prior agreement of the Council, and shall ensure that any such 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 current Electricity at Work Regulations. Where a residual circuit breaker is provided, the Hirer must make use of it in the interests of public safety.

15 INSURANCE AND INDEMNITY

- 15.1 The Hirer shall indemnify and keep indemnified the Town Council and each of its members, employees, volunteers, agents and invitees against:
- a. The cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises
 - b. All claims, losses, damages and costs 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,
 - c. All claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer.
- 15.2 Any Hirer who hires the Centre for commercial purposes shall take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against the Hirer's liability and all claims arising as a result of the hire, and on demand shall produce the policy and current receipt or other evidence of cover to the Council. Failure to produce such policy and evidence of cover will render the hiring void and enable the Council to rehire the premises to another Hirer.
- 15.3 All music and other entertainment providers (Disco, Band, etc.) require their own Public Liability insurance to perform in the Centre, and the Hirer shall ensure that this is in place.
- 15.4 Stone Town Council is insured against any claims arising out of its own negligence.

16 ACCIDENTS AND DANGEROUS OCCURRENCES

- 16.1 The Hirer must report all accidents involving injury to the public to the Town Council as soon as possible and complete the relevant section in the Centre's accident book. Certain types of accident or injury must be reported in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR). Please contact the Town Council for further advice, if needed.
- 16.2 Any failure of equipment belonging to the Centre or brought in by the Hirer must also be reported as soon as possible to prevent potential accidents.

17 EXPLOSIVES AND FLAMMABLE SUBSTANCES

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

18 NO SMOKING POLICY

- 18.1 Smoking/vaping is not allowed within the Centre building or car park at any time.

19 DECORATIONS AND DISPLAYS

- 19.1 Affixing decorations, signs, notices, slogans, flags, banners, paintings, pictures or similar by whatever means to any part of the Hall (be it internal or external) is not permitted at any time, including the use of nails, staples, picture fixings or blu-tack.
- 19.2 The use of free standing screens and/or portable displays is permitted on the understanding that they do not block or conceal any exit, passageway or firefighting equipment.

20 HEATING APPLIANCES

- 20.1 The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises.

21 DRUNK & DISORDERLY, ANTI-SOCIAL BEHAVIOUR AND ILLEGAL DRUGS OR OTHER SUBSTANCES

- 21.1 The Hirer shall ensure that in order to avoid disturbing neighbours to the Centre and avoid violent criminal or anti-social 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. Proof of age may be requested. Any person suspected of being drunk, under the influence of drugs or other substances, or who is behaving in a violent disorderly or anti-social way shall be asked to leave the premises. No illegal drugs may be brought onto the premises.

22 ANIMALS

- 22.1 The Hirer shall ensure that no animals are allowed into the building at any time, except guide and hearing dogs. No animals whatsoever are to be allowed to enter the kitchen areas at any time.

23 SAFEGUARDING

- 23.1 The Hirer shall ensure that any activities for children comply with the provisions of any or all Child Protection Legislation, including the Children Act of 1989 and any subsequent legislation, and that, only fit and proper persons who have passed the appropriate Disclosure and Barring Service (DBS) checks have access to the children. Checks may also apply where vulnerable adults are taking part in activities. The Hirer shall provide the Town Council with a copy of their DBS check and Child Protection Policy on request.
- 23.2 If the Centre has been hired for use with children or adults at risk and parents/carers are not present, the Hirer confirms that an appropriate safeguarding policy is in place. If this is not the case, the Hirer will be expected to inform the Town Council, and conform to the Town Council's own safeguarding policy, which is available at www.stonetowncouncil.gov.uk.

24 FLY POSTING

- 24.1 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 and employee of Stone Town 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.

25 SALE OF GOODS

- 25.1 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.

26 FILM SHOWS

- 26.1 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.

27 CANCELLATION

- 27.1 If the Hirer wishes to cancel the booking before the date of the event and the Town Council 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 Town Council.
- 27.2 Stone Town Council reserves the right to cancel any hiring 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 Town 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
 - 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.
- 27.3 In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the Council shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

28 END OF HIRE

- 28.1 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, and all rubbish removed from the premises otherwise the Town Council shall be at liberty to make an additional charge.

29 NOISE

- 29.1 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 available or provided at the premises and comply with any other licensing condition for the premises. Doors to the building should be kept closed during the event so that noise does not affect residents in nearby housing.

30 STORED EQUIPMENT

- 30.1 The Town 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.
- 30.2 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.

31 NO ALTERATIONS

- 31.1 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 Council.
- 31.2 At the discretion of the Council. any alteration, fixture or fitting or attachment so approved shall either:
- a. Remain in the premises at the end of the hiring and become the property of the Council
 - b. Be removed by the Hirer, who must make good to the satisfaction of the Council any damage caused to the premises by making the alteration or its removal.

31.3 No fixtures, fittings or Centre property may be removed.

32 NO RIGHTS

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

APPENDIX A: FIRE ESCAPES & EQUIPMENT

Frank Jordan Centre – Location of Fire Exits and Equipment

