

## Standard conditions of hire

These standard conditions apply to all hiring of the Silloth Community Hall. If the Hirer is in any doubt as to the meaning of any of the following, the Town Clerk 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 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. In addition to the loss of the special deposit, and as directed by the Town Council, 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, should the making good, replacement, or repair of such items exceed the value of the damages deposit.

### 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 in respect thereof nor allow the consumption of alcohol thereon without written permission.

### 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

Silloth-on-Solway Town Council does not hold a Performing Society Right Licence (PSRL) which permits the use of *copyright* music in any form, e.g. record, compact disc, tapes, radio, television or by performers in person. In addition, Temporary Events Licenses (TENS) are required in respect of any activity listed in Clause 2, and it is the Hirer's responsibility to acquire the relevant licences.

### 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 hall's Fire Risk Assessment, Health and Safety guidelines, Safety rules and the Operating Instructions, 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.

(a) The Hirer acknowledges that he/she has been referred to the Fire Safety Notice in the following matters:

- i. The action to be taken in event of fire.
- ii. This includes calling the Fire Brigade and evacuating the hall.
  - a. The Hall's Fire risk Assessment can be viewed on request.
  - b. The location of fire equipment is attached at Appendix 3.
- iii. The location of escape routes and the need to keep them clear.
- iv. Method of operation of escape door fastenings.
- v. Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire

(b) In advance of any events, entertainment play or similar, the Hirer shall check and confirm the following items:

- i. That all fire exits are unlocked and panic bolts in good working order.
- ii. That any fire doors are not wedged open.
- iii. That there is no obvious fire hazards on the premises.
- iv. That the fire exits are shown to the attendees.
- v. That he/she hirer has appointed two competent people to assist less able people in exiting the hall in the case of an emergency.

## **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.

- i. The emergency lighting supply illuminating all exit signs and routes are operated by an automatic mains failure switching device.
- ii. That the fire exits are shown to the attendees.

## **8. Outbreaks of fire**

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the duty officer of the management committee.

## **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. The premises are provided with a refrigerator.

## **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.

## **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 Silloth-on-Solway Town 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 any unauthorised storage of equipment) by the Hirer, and
- iii. All claims, losses, damages and costs made against or incurred by Silloth-on-Solway Town 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)
  - iv. The Hirer shall indemnify and keep indemnified accordingly each member of Silloth-on-Solway Town Council and the Town Council's employees, volunteers, agents and invitees against such liabilities.

(b) Silloth-on-Solway Town 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.

(c) Silloth-on-Solway Town Council shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of Silloth-on-Solway Town Council and the Town Council's employees, volunteers, agents and invitees against any insurance excess incurred

I. The difference between the amount of the liability and the monies received under the insurance policy.

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

Silloth-on-Solway Town Council is insured against any claims arising out of its own negligence

## 12. **Accidents and dangerous occurrences**

The Hirer must report all accidents involving injury to the public to the Town Clerk **as soon as possible** and complete the relevant section in the Silloth Community Hall accident book. Any failure of equipment belonging to the Hall 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 Town Clerk 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
- Facsimile: 0845 3009924
- Website: [www.riddor.gov.uk](http://www.riddor.gov.uk) or via the HSE website: [www.hse.gov.uk](http://www.hse.gov.uk)
- Post: Incident Contact Centre, Caerphilly Business Park, Caerphilly, CF83 3GG

## 13. **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 used. Decorations are not permitted to be attached to the structure of the hall. Tea lights can only be used with a proprietary container.

**14. Heating**

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises without the consent of the Town 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 or 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. 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 Town Council. No animals whatsoever are to enter the kitchen at any time.

**17. Compliance with the Children Act 1989**

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons who have passed the appropriate Criminal Records Bureau checks and, from 2010, comply with ISA requirements 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 Silloth Community Space management committee with a copy of their CRB check and Child Protection Policy on request.

**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 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.

**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 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.

Silloth-on-Solway Town Council 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 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.

In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the Town 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, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the Town Council shall be at liberty to make an additional charge.

## **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, comply with any other licensing condition for the premises.

## **24. Stored equipment**

Storage outside of the hiring period is not permitted. 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. All equipment and other property must be removed at the end of each hiring. Failure to remove property will result in the loss of the special deposit and /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 Town Council may, use its discretion in any of the following circumstances:

- a) Failure by the Hirer either to pay any charges in respect of stored equipment due and payable or to remove the same within 1 day of the end of the hire period.

b) 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 Town 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.

**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. Dangerous and unsuitable performances.**

Performances involving danger to the public or of a sexually explicit nature shall not be given.

**28. Smoking**

Smoking is not permitted on any part of the premises and 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 regulation made hereunder. Any person who breaches this provision shall be asked to leave the premises.

**29. Keys**

The time at which the keys can be borrowed shall be agreed between the hirer and the T o w n C o u n c i l . Keys must be returned to the Town Clerk or committee member immediately after the event.

**30. Hire Period**

The hire period is the time that the hirer commences and finishes using the hall It includes the time taken for setting up and clearing up. At the end of the hire period all persons must leave the premises and the hirer shall lock the doors

**SECTION 4 Appendices**  
**Appendix 1**

Application for consent for a Temporary Event Notice to be given for an event at Silloth Community Hall.

Silloth-on-Solway Town Council *is not* licensed for the sale of alcohol, or public entertainment. Hirers should seek advice from the duty officer in this regard.

I hereby apply to Silloth Community Space for consent to give to the Licensing Authority a Temporary Event Notice to hold the following licensable activities at the hall on the following date(s), during the following hours and in the following location(s):

Date(s)	
Time	
Description of event	
Licensable activities	
Location of activity:	
Main Room	
Meeting	
Kitchen	
Outside	

I hereby undertake to comply with the provisions of the Licensing Act 2003 (and any regulations hereunder) as they relate to a Premises User holding a Temporary Event Notice (TEN) and to indemnify the management committee for any obligations hereunder. I undertake, in particular, to notify the Police Authority within the required time and not to allow the sale of alcohol to those aged under 18 or to those who are drunk or disorderly.

Signed by the person named at 1.3 (a) or 1.3 (c) of the Hiring Agreement (duly authorised on behalf of the organisation named at 1.3 (b), where applicable):

Name(print)	
Signature	

I hereby authorise the person named above to give a Temporary Event Notice to the Licensing Authority for the area for the event described above on the date(s), at the time(s) and in the location(s) specified above.

Signed by the person named at 1.2 (b) of the Hiring Agreement, duly authorised, on behalf of Silloth-on-Solway Town Council:

Name(print)	
Signature	

## Appendix 2 SAFETY

The First Aid Box is located in the kitchen. Accident records are located in a section of a file marked *Silloth Community Hall* which is kept in the kitchen. Accidents must be recorded whenever an accident occurs.

Any accident must be reported at a convenient time to the Town Clerk, who is: Wendy Jameson

### Safety Rules

All hirers will be expected to read the whole of the hiring agreement and should sign the hiring form as evidence that they agree to the hiring conditions. All new hirers are provided with information on the hire form and by the duty officer (if further assistance is required) of safety procedures at the hall which they are expected to follow (e.g. fire evacuation procedures, use of equipment). The location of the accident records and health and safety details are a section of a file marked *Silloth Community Hall* which is kept in the kitchen.

It is the intention of Silloth-on-Solway Town Council to comply with all health and safety legislation and to act positively where it can reasonably do so to prevent injury, ill health or any danger arising from its activities and operations.

Employees, hirers and visitors will be expected to recognise that there is a duty on them to comply with the practices set out by the committee, with all safety requirements set out in the hiring agreement and with safety notices on the premises and to accept responsibility to do everything they can to prevent injury to themselves or others.

The Town Council has carried out risk assessments. The following practices **must** be followed in order to minimise risks:

1. **Make sure** that all emergency exit doors are clear and unlocked as soon as the hall is to be used and throughout the hiring
2. **Be aware that** the ground outside the rear fire escape slopes downwards and the land at the rear is uneven.
3. **Do not** operate or touch any electrical equipment where there are signs of damage, exposure of components or water penetration etc.
4. **Do not** work on steps, ladders or at height until they are properly secured and **another person is present**
5. **Do not** bring onto the property any portable electrical appliances which have not been Portable Appliance Tested.
6. **Do not** stack more than four chairs
7. **In the kitchen do**
  - i. not touch hot surfaces
  - ii. not allow children in the kitchen except under close supervision.
  - iii. not allow over-crowding in the kitchen
  - iv. take great care when moving and draining hot pans.
8. Wear suitable protective clothing when handling cleaning or other toxic materials
9. **Report** any evidence of damage or faults to equipment or the building's facilities in the faults book kept in the kitchen.



10. **Be aware and seek to avoid** the following risks:

- i. creating slipping hazards on wet floors – mop spills immediately
- ii. creating tripping hazards such as buggies, umbrellas, mops and other items left anywhere in the building
- iii. use adequate lighting.
- iv. risk to individuals while in sole occupancy of the building
- v. risks involved in handling kitchen equipment e.g. cooker, water heater and knives
- vi. creating toppling hazards by piling equipment e.g. in store cupboards.

### **Appendix 3 GENERAL INFORMATION**

Please telephone 0777 5686857 in case of difficulty.

#### **Opening and closing**

The Silloth Community Hall keys will be available from the Town Clerk see Clause 1.2 of the Hire Agreement and Clause 29 of the Standard Conditions of Hire. After locking up at the end of the Hire period the keys must be returned immediately to the Town Clerk.

Please ensure that any outside caterers, contractors and etc are aware of the hire period and that they will not be able to enter before or leave after the hire period.

Guests are expected to vacate the premises within fifteen minutes of the end of a licensed period.

After midnight (unless the event is New Year's Eve) only those helping to clear up the Hall should be on the premises and this period will have been included in the hire period. Failure to comply with this will result in forfeiture of your deposit.

**Safety.** Also refer to Appendix 2

In the event of a fire, the Hall should be evacuated in an orderly manner using the appropriate exits, and the Fire Brigade called by dialling 999.

The exact location fire exits and fire extinguishers must be noted before the Hall is occupied and the manner of opening Fire Doors should be made known to your guests. Refer to plan below.

The Silloth Community Hall's health and safety details are kept in section of the file marked *Silloth Community Hall* which is kept in the kitchen.

#### **Hall telephone**

The Hall does not have a telephone. You are advised to bring a fully charged mobile telephone for use in case of emergency.

The Town Council welcome comments or observations that you may have about your hire of the Hall.

Thank you for hiring our Hall

## **Appendix 4 OPERATING INSTRUCTIONS**

### **EMERGENCY PROCEDURES**

There are copies of the emergency procedures in the entrance hall.

This includes a plan of the hall showing the location of fire exits, fire doors and fire extinguishers.

### **FIRE PRECAUTIONS**

**NO SMOKING, NAKED FLAMES OR FLAMMABLE SUBSTANCES OR MATERIALS (PARTICULARLY DECORATIONS) ARE ALLOWED IN THE HALL.**

**NO DECORATIONS ARE TO BE TIED TO LIGHTS, THE HEATERS OR STUCK ON THE WALLS/CEILING.**

**ENSURE THAT WEIGHTED HELIUM BALLOONS DO NOT TOUCH LIGHT FITTINGS OR HEATERS.**

**NO ADDITIONAL HEATERS CAN BE BROUGHT INTO THE HALL**

You should point out the location of the fire exits to your guests/other users of the hall before any event begins.

You should appoint two able bodied adults to assist disabled people in the event of an emergency.

Emergency exit signs must be switched on at all times.

You must ensure that fire exits are not blocked or obstructed at any time both inside and outside the hall.

### **ELECTRICAL EQUIPMENT**

#### **ELECTRICAL SOCKETS**

If the lights fail, the associated LCD will trip, the RCDs for the electrical sockets are all in the power cupboard in the meeting room. They can be reset if necessary.

Any electrical equipment brought into the hall must be in good condition and used in a safe manner.

Do not attempt to use or repair damaged or faulty Hall equipment.

In the event that faulty equipment is used in any of the sockets in the hall, the RCD will trip. You can reset this, but you must stop using the equipment if any RCD trips more than once.

Flexible cables should be so positioned and so protected that they do not constitute a tripping hazard and are not subject to mechanical damage.

#### **LIGHTS**

All lights at the front and rear of the building will come on automatically.

The entrance lobby light switch is on the left hand side as you come in.

The light switch for the main hall is on the left as you enter the room.

There is a light switch for the passage through to the meeting room on the right hand side. The light switch for the meeting room is on the left as you enter the room.

#### **HEATERS**

All heaters are controlled by a "Heating Master Switch" which is not to be altered by Hirers of the hall.

There are two heaters in the main hall and two heaters in the meeting room. A separate convector heater is in the meeting room which can be switched on as required.

Heaters in the Ladies, Gents, Disabled toilets and entrance lobby are switched on separately.

## **WATER HEATERS**

There are two kettles in the kitchen which can be used for tea and coffee making;

There are water heaters in the kitchen and in the each of the toilets to provide hot water to the sinks.

## **COOKER**

Switch on the extractor fan in the kitchen when using the cooker. Do not cook with fat. Never leave the cooker unattended, and turn off at the wall when not in use.

## **FRIDGE**

There is a fridge in the kitchen. The power switch is to be left on.

## **CAR PARK**

If the car park is full, guests should park so as not to inconvenience local residents.

## **GENERAL**

Silloth Community Hall can accommodate up to 40 people formally seated at tables, and up to 60 at a standing/casual seated event.

Mop up spills as soon as possible with the mop provided. Please read and adhere to the instructions for operating equipment in the hall

Please log any equipment failure or damage in the fault book to be found in the kitchen.

## **WHEN YOU HAVE FINISHED**

In the main room stack any red chairs neatly. No more than 6 in a stack.

In the meeting room, chairs are to be left where they are.

Wipe down all tables after use.

Leave the hall in a clean and tidy condition, including sweeping the floor. Ensure that the work surfaces, cookers and fridge are wiped clean.

Put waste in the bins that are outside the hall. There are two bins for waste paper/cardboard (green) and one for general waste (black).

## **LEAVING**

**Ask guests to leave quietly.**

**Switch off all lights, appliances and cooker etc**

**DOUBLE CHECK THAT THE COOKER AND LIGHTS ARE TURNED OFF**

**Ensure all windows are closed and curtains left open**

**Close all internal doors**

**Lock the door and close the gate**

**Return the keys to the Town Clerk.**