

# Merryoaks Community Hall

## Hiring Terms and Conditions

Agreeing to and complying with these terms and conditions is a requirement of hiring any part of Merryoaks Community Hall.

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 and your authorised representative are at least 18 years of age and hereby accept responsibility for being in charge of and on the premises at all times during the hire period when the public are present and for ensuring that all Standard Conditions relating to management and supervision of the premises are met.

### **2. Supervision**

During the period of the hiring, you or your authorised representative must be present and you will be responsible for:

- (i) supervision of the premises, the fabric and the contents;
- (ii) care of the premises, safety from damage however slight or change of any sort; and
- (iii) 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 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. Hiring**

#### **Hire Fee**

On acceptance of the booking by us, you must pay a reservation fee of

- (i) the full cost of the booking if less than £30
- (ii) £30 if the booking cost is between £30 and £100
- (iii) one third of the booking cost if over £100

You must pay the balance of the booking fee on or before the start of the event for which you hire the premises.

If requested, a security deposit must be paid on acceptance of the booking by us. We will refund the deposit within 28 days of the termination of the period of hire provided that no damage or loss

has been caused to the premises and/or contents, nor complaints made to us about noise or other disturbance during the period of the hiring because of the hiring.

You may not exceed the maximum permitted number of people per room including the organisers/performers

Main hall:	80 people
Multipurpose Room:	20 people standing, 15 people seated
Hub:	45 people standing, 25 people seated
Kitchen:	3 people

Note that hiring of multiple rooms does not automatically increase the number of attendees. For example, hiring the Main Hall and Hub does not increase the allowed number of people to be above 80 unless there is sufficient control to prevent the number in either room exceeding the permitted number of people per room.

#### **4. Privacy and Data Protection**

We may collect and store personal data through our booking system and your use of our Wi-Fi service. The data will only be used in accordance with your legal rights under GDPR 2018, it will be stored securely for only as long as necessary and will not be sold on or transmitted to third parties.

#### **5. Cancellation**

If you wish to cancel the booking before the date of the event and we are unable to conclude a replacement booking, we may, at our complete discretion, keep or return the deposit or require payment of the hire fee.

We reserve the right to cancel any booking 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 reasonable consideration that 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.

#### **6. Use of premises**

You must not use the premises including outdoor spaces for any purpose other than that described in the booking form 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 nor allow the consumption of alcohol without our written permission.

If you fail to comply with these terms, we will cancel the hiring without compensation.

## **7. Noise**

Merryoaks Community Hall forms part of a quiet residential neighbourhood, please respect our neighbours right to quiet enjoyment of their homes.

You must comply with the Community Hall Noise Management Plan. In particular that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning.

Rubbish and recycling must not be taken out of the building after 20:00.

## **8. Drunk and disorderly behaviour and supply of illegal drugs**

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

- (i) no one attending the event consumes excessive amounts of alcohol
- (ii) no illegal drugs are brought onto the premises.

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.

## **9. 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. At 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.

## **10. No rights of occupation**

A booking agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on you.

## **11. 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 stored equipment) must be removed at the end of each hiring or we will charge fees each day or part of a day at the hire fee per hiring until the same is removed.

We may, at our discretion, dispose of any items left on the premises 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:  
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  
your failure to dispose of any property brought on to the premises for the purposes of the hiring.

## **12. End of hire**

You are 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 we may make an additional charge.

All events must finish by 22:30 (Mon - Sat) or 20:30 (Sun and Bank Holidays) and the premises cleaned and tidied in line with the End of Hire checklist and vacated by 23:00 or 21:00 respectively.

## **13. 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

You must 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 Health and Safety Officer. The building must also be evacuated.

You must make yourself familiar with:

- (i) the layout of the building and the location and use of fire equipment;
- (ii) escape routes and the need to keep them clear;
- (iii) method of operation of escape door fastenings;
- (iv) appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire; and
- (v) location of the first aid box.

## **14. 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).

The hirer shall ensure that any activities for children, young people and vulnerable adults comply with any legislation current at the date of the hiring and must have adequate adult supervision.

## **15. Food, health and hygiene**

You must, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. Dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations.

## **16. Smoking**

You must comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. We will ask any person who breaches this provision to leave the premises. You must ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire or litter.

## **17. Electrical appliance safety**

(iv) 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

## **18. Explosives and flammable substances**

You must ensure that:

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

## **19. 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. Some accidents, injury or dangerous occurrences must be reported to the HSE using their online form. Our Health and Safety Officer will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

## **20. Wi-Fi Services**

When using the Wi-Fi service you agree at all times to be bound by the following provisions:

- (i) not to use the Wi-Fi service for any unlawful, vulgar or obscene purpose;
- (ii) interfering with any other persons use or enjoyment of the Wi-Fi service; or
- (iii) to keep any username, password, or any other information which forms part of the Wi-Fi service security procedure confidential and not to disclose it to any third party.

Although we aim to offer the best Wi-Fi service possible, we make no promise that the Wi-Fi service will meet your requirements. We cannot guarantee that our Wi-Fi service will be fault-free or accessible at all times.

We may impose usage, or service limits, suspend service, or block certain kinds of usage at our sole discretion, to protect other users of our Wi-Fi service.

## **21. Insurance and indemnity**

- (i) You are liable for:
- 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 and services.
  - b. all claims, losses, damages and costs made against or incurred by us, our employees, volunteers, agents 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 Wi-Fi service and
  - c. 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 and/or the use of our Wi-Fi service, and subject to sub-clause (ii), you must indemnify us against such liabilities.
- (ii) We will take out adequate insurance to insure the liabilities described in sub-clauses (i)a and (i)b above and may, at our discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clause (i)c above. We will claim on our insurance for any liability you incur but you must indemnify us against: any insurance excess incurred and the difference between the amount of the liability and the monies we receive under the insurance policy.

Where we do not insure the liabilities described in sub-clauses (i)b and (i)c above, you will take out adequate insurance to insure such liabilities and will produce documentary evidence of cover on request.

The hirer will not do or bring anything into the Hall which may endanger or render invalid any insurance policies. This includes the use or storage of liquid gas or petroleum products without express permission in writing from the authorised representative.

We are insured against any claims arising out of our own negligence.

## **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. 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. Animals**

No animals (including birds) except guide dogs and assistance dogs are allowed into the building other than for a special event agreed in writing by us.

#### **24. 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.

#### **25. Regulated Entertainment**

Merryoaks Community Hall is not licensed.

If a regulated entertainment is to be held, you must obtain our written consent and provide evidence of the appropriate licence(s).

Further information can be found on the Durham County Council website.

#### **26. 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.

#### **27. Music Copyright licensing**

If copyright music is being provided, you must ensure that you hold relevant licence/licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL).

#### **28. Film**

You must restrict children from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. You must ensure that you have the appropriate copyright licences for the film.