

Conditions of Hire of Arbuthnot Hall:

Acceptance of Responsibility

By signing the Application, you warrant that:

- (a) you are at least 25 years of age;
- (b) the Hirer is legally capable of entering into binding contracts;
- (c) the Hirer accepts responsibility for being in charge of the premises at all times when the public are present, either personally or through an authorised delegate stated on the Application and
- (d) the Hirer will ensure that all conditions, under this Agreement, relating to management and supervision of the premises are met.

Supervision

The Hirer shall, during the period of the hiring, be responsible for:

- (a) supervision of the premises, the fabric and the contents;
- (b) care of the premises, safety from damage however slight or change of any sort;
- (c) and the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements and safe use of the car park for all users.

As directed by the Bookings 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. If the Hirer discovers any damage, serious uncleanliness or that the Hall is otherwise not fit for your use, they must advise the Bookings Secretary immediately, or risk being held responsible.

If any damage to the Hall or its equipment, however slight, occurs during the period of hire, it is the Hirer's responsibility to advise the Bookings Secretary when the keys are returned or as soon as possible. Any failure of equipment belonging to the Hall must also be reported as soon as possible.

Use of premises

- (i) The Hirer shall not use the premises (including the car park) for any purpose other than that described in the Application and shall 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 onto the premises anything which might endanger the premises or render invalid any insurance policies covering the premises nor allow the consumption of alcohol thereon without our written permission. The Hirer must ensure that no indecent or immoral activity occurs. The number attending the event must not exceed that for which the booking was confirmed. The Hirer is responsible for ensuring that only those persons entitled to be on the premises remain there and that they conduct themselves properly. The Hirer must ensure that sufficient competent adults are on hand at all times to help you to fulfil the Hirer's responsibilities.

(ii) We have a Premises Licence authorising regulated entertainment only. The Hirer hereby acknowledges receipt of a copy of the conditions of the Premises Licence for the premises, in accordance with which the hiring must be undertaken, and agrees to apply with all obligations therein.

(a) The Hirer agrees that if regulated entertainment, not covered by our Premises Licence, is to be held the Hirer must obtain our consent to submit a Temporary Event Notice (TEN) to the licensing authority. We will advise if a TEN is not needed.

(b) The Hirer agrees to give us notice of intention to provide alcohol at the event and to give notice of a TEN to the licensing authority.

If the Hirer fails to comply with (a) or (b) above, we will cancel the hiring without compensation. This is because there is a limit on the number of TENs that can be granted annually for any premises. Lack of co-operation could affect future fundraising by us and by local voluntary

Insurance and indemnity

(i) The Hirer shall be liable for:

(a) costs arising from accidental and malicious loss or damage and for loss or damage arising out of the Hirer's negligence to any part of the premises including its curtilage or its contents;

(b) costs arising from accidental and malicious loss or damage and for loss or damage arising out of your negligence done to our WiFi service;

(c) 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 the use of the premises (including the storage of equipment) and your use of our Wi-Fi service, 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 and/or the use of our Wi-Fi service, and subject to sub-clause (ii), the Hirer must indemnify us against such liabilities

(ii) We will take out adequate insurance to insure the liabilities described in sub-clause (i)(a) above and may, in our discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (i)(b) and (i)(c) above. We will claim on our insurance for any liability the Hirer incurs but the Hirer must indemnify us against:

(a) any insurance excess incurred and

(b) the difference between the amount of the liability and the monies we receive under the insurance policy.

(iii) Where we do not insure the liabilities described in sub-clauses (i)(b) and (i)(c) above, the Hirer must take out adequate insurance to insure such liability and on demand must produce the policy and current receipt or other evidence of cover to the Bookings Secretary. If the Hirer fails to produce such policy and evidence of cover, we reserve the right to cancel this Agreement and rehire the premises to another hirer.

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

Gaming, betting and lotteries

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

Music copyright licensing

The Hall has a licence from the Performing Rights Society allowing the use or performance of copyright music. The Hall does NOT hold any form of licence for the playing of copyrighted, recorded music by any means (CD, mp3, radio etc) and the Hirer must ensure they hold such a licence themselves, available from PPL, if they intend to play recorded music in public in any form either as entertainment, accompaniment or background.

Music

The Hirer must have our written permission for performance of live music and the playing of recorded music under the Deregulation Act 2015. This Agreement confers that permission.

Film

The Hall holds no licence for the showing of recorded and copyrighted videos or films. The Hirer must ensure that they have the appropriate copyright licences for film. This Agreement confers the required permission on the Hirer (the Deregulation Act 2015 requires the Hirer to have our written permission to show a film). The Hirer must restrict children from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification.

Safeguarding children, young people and adults at risk

The Hirer must ensure that any activities for children, young people and other adults at risk are only provided by fit and proper persons in accordance with the Children Act 1989 and 2004, the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, the Hirer must provide us with a copy of the Hirer's safeguarding policy and the procedures for the Hirer to carry out relevant checks through the Disclosure and Barring Service (DBS). All reasonable steps must be taken to prevent harm, and to respond appropriately when harm does occur. Relevant concerns must be reported.

Public safety compliance

The Hirer must comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and our Public Safety Precautions 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 must call the Fire Service to any outbreak of fire, however slight, and give details to the Bookings Secretary.

Noise

The Hirer's event must be conducted throughout with proper respect for the Hall building and car park and for the fact that the Hall is situated in a residential neighbourhood. The Hall does not accept bookings for discos or similar events involving music amplified above the level of normal domestic audio reproduction. Loud noise or other obtrusive conduct must not be allowed at any time. In particular, no sound amplifying equipment may be brought onto the premises without the prior permission of the Bookings Secretary and you are advised that such permission will not normally be given.

Drunk and disorderly behaviour and supply of illegal drugs

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

- (a) no-one attending the event consumes excessive amounts of alcohol and
- (b) no illegal drugs are bought onto the premises.

If your intended event involves bringing alcohol onto the Hall premises in any way whatsoever, you must advise the Bookings Secretary when seeking a booking and you must include the fact on your Application Form. Drunk and disorderly behaviour is not 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 must be asked to leave the premises in accordance with the Licensing Act 2003.

Food, health and hygiene

The kitchen is only suitable for the serving of hot drinks and light refreshments or for plating-up hot meals that have been prepared off-site. Compliance with Food and Health & Safety regulations is the responsibility of the Hirer and any caterers employed. The Hirer must inform the Bookings Secretary to use the kitchen when applying to book a room.

Electrical appliance safety

The Hirer must ensure that any electrical appliances brought by the Hirer 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.

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. If property is left at the premises without agreement or without payment of an agreed charge, the trustees may remove the same seven days after the hiring and dispose of the property by sale or otherwise on such terms and conditions as they think fit and charge the hirer any costs incurred in storing, selling or disposing of them.

Regular hirers of the Hall, who have made arrangements for their equipment to remain on the premises between events, must ensure this is stored as agreed and are responsible for its security and insurance.

Smoking

Smoking is not permitted on the Hall premises, nor may any naked flames, including candles or similar, be used. The trustees take the risk of fire to the timber building very seriously and any evidence of smoking or other fire hazards will be considered a breach of these Conditions.

Accidents and dangerous occurrences

If any accident occurs to any person at or as a result of your event, you are required to complete an Accident Report Form in the Accident Book that is provided as part of the First Aid equipment placed in the kitchen area of the Hall. You must complete all sections of the Form and add the names and addresses of witnesses if there were any. You must then hand the Form to the Bookings Secretary or to another trustee as soon as possible. You must also report to the Bookings Secretary or to another trustee as soon as possible any incident, however slight, to which any of the emergency services were called.

Explosives and flammable substances

The Hirer shall ensure that:

- (a) highly flammable substances are not brought into, or used in or near any part of the premises and
- (b) no internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are placed near light fittings or heaters without our consent.

Heating

The Hirer shall ensure that no unauthorised heating appliances are used on the premises without our consent. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

Animals

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

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 us indemnified 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.

Use of notice boards

The Hirer shall not place notices larger than A5 on the internal entrance notice board. Display of notices on the external notice board is at the trustees' discretion and must be arranged through the booking secretary.

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.

Wi-Fi Services

When using the Wi-Fi service, the Hirer agrees at all times to be bound by the following provisions:

- (i) not to use the Wi-Fi service for any for the following purposes:
 - (a) for business purposes, unless otherwise agreed in writing;
 - (b) to send, communicate, knowingly receive, upload, download or use any material that is offensive, abusive, indecent, defamatory, obscene, menacing, causes annoyance, inconvenience, needless anxiety or is intended to deceive;
 - (c) to download, possess or transmit in any way illegal material;
 - (d) to engage in criminal, illegal or unlawful activities;
 - (e) to violate or infringe the rights or property of any person, including rights of copyright and any other intellectual property rights, privacy or confidentiality;
 - (f) to intentionally impair or attempt to impair, without authorisation, the operation of any computer, prevent or hinder access to any program or data held in any computer or to impair the operation of any such program or the reliability of any such data;
 - (g) via a device allowing the routing or re-routing of such services on, from or to our network; or

- (h) in such a way, or in such amount, that it will have an adverse impact on our internet supplier's network (or any part of it) or that contravenes general internet standards
- (ii) to keep the login password for the Wi-Fi service confidential and not to disclose it to any third party.

Termination of the Wi-Fi service

We have the right to suspend or terminate our Wi-Fi service immediately in the event that there is any breach of any of the provisions of these Conditions including without limitation:

- (a) if the Hirer uses any equipment which is defective or illegal;
- (b) if the Hirer causes any technical or other problems to our Wi-Fi service;
- (c) if, in our opinion, the Hirer is involved in fraudulent or unauthorised use of our Wi-Fi service
- (d) if the Hirer resells access to our Wi-Fi service; or
- (e) if the Hirer uses our Wi-Fi service in contravention of the terms of these Conditions.

Availability of Wi-Fi Services

Our Wi-Fi service is of basic domestic quality. We make no promise that the Wi-Fi service will meet the Hirer's requirements. We cannot guarantee that our Wi-Fi service will be fault-free or accessible at all times. If internet connectivity is vital to a Hirer's activity, the Hirer should provide their own backup system.

The operating range of the Wi-Fi system within our premises will depend on the performance of the Hirer's device.

We may impose usage, or service limits, suspend service, or block certain kinds of usage in our sole discretion to protect users of our Wi-Fi service. Sites considered unsafe for children by our internet provider will be blocked.

Additionally, the hall does not have a Television licence and there is no permission to watch or record live television programmes at the hall on any devices. All persons on the premises will be responsible for ensuring that they are in compliance with the Communications (Television Licensing) Regulations 2004.

We are not responsible for data, messages, or pages that the Hirer may lose or that become misdirected because of the interruptions or performance issues with our Wi-Fi service or wireless communications networks generally.

Privacy and Data Protection

In the course of our dealings with you, we will collect and process personal data about you. Personal data is any information from which you can be identified either directly or indirectly. Typically, this means your name or email address etc. but also includes descriptions or a photograph.

We are committed to protecting your privacy. We will use your personal data in accordance with all applicable laws and regulations that relate to data protection and privacy, including both the EU and UK General Data Protection Regulations (GDPR).

Cancellation

If you decide to cancel a booked event, please advise the Bookings Secretary as soon as possible. If you cancel more than four complete weeks before the booked date, any payments you have made will be returned to you, but for cancellations less than four complete weeks before the booked date, the trustees are entitled to the full hire charge and only any deposit paid will be returned to you.

If we discover that, for reasons outside your control, the Hall can no longer be made available to you for an event you have booked, you will be advised as soon as possible. Every reasonable effort will be made to avoid such cancellation and it is likely to occur only if there is a major problem or emergency. Examples include:

- (a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election.
- (b) 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
- (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 such circumstances, any monies paid by you will be returned promptly, but it is your responsibility to make any contingency arrangements, such as insurance, that you think appropriate, as the trustees will not be liable to you for any resulting direct or indirect loss or damages whatsoever.

If we consider that the Hall cannot continue to be made available to you because of a failure by you to observe any of these Conditions of Hire, or because they have good reason to believe that the Hall premises may be subject to misuse, any hire charges and deposit paid by you may be forfeited.

End of hire

Before you leave the Hall and surrounding area, you must ensure that it is left in a clean and tidy condition, any debris or spillages cleaned away and all tables, chairs and other equipment returned to their proper places. There is a large rubbish container at the end of the car park that you may use. Brooms and other

basic cleaning equipment are available in the cupboard adjacent to the kitchen and they should be returned there after use.

It is your responsibility to ensure that all lights and heaters are turned off, no hot or cold water taps are running, all windows fastened and all doors properly locked. It is in your interest to check these precautions very carefully, as you may be held liable for any loss or damage that results from your failure to do so.

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 our prior written approval. Any alteration, fixture or fitting or attachment so approved shall at our discretion remain in the premises at the end of the hiring. Such items will become our property unless removed by the Hirer who must make good to our satisfaction any damage caused to the premises by such removal.

No rights

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

General

- (i) The liability of the company in respect of its breaches of the relevant contract for hire shall be limited in amount to the amount paid by the Hirer for the relevant contract and nothing contained in these Conditions shall entitle the Hirer to pursue, exercise or enforce any right or remedy in respect of any such breach against the personal estate, property, effects or assets of any of the trustees or the directors of the company or against any assets for the time being vested in the trustees which are not assets of the company.
- (ii) Nothing in these Conditions is to imply or warrant that the Hall may lawfully be used or is physically suitable for the purposes intended.
- (iii) You must not do or omit to do anything that would cause any insurance policy in relation to the Hall to be wholly or partly void or voidable or that would cause an additional insurance premium to become payable. If you have any doubts in this regard, you are advised to ask the Bookings Secretary to see the company's insurance policy and if necessary, to take further advice
- (iv) None of the rights or obligations contained in these Conditions may be assigned or transferred to any other person.
- (v) Any rights or duties implied by the terms of the Contract (Rights of Third Parties) Act 1999 are excluded and no third party shall be able to enforce any provisions of these Conditions.

- (vi) This contract represents the entire agreement of the parties relating to the hire of the Hall. They supersede all previous and other agreements, arrangements and understandings between the parties but nothing in these Conditions shall be read or construed as excluding any liability resulting from any fraudulent act or omission by any party.
- (vii) These Conditions shall be governed by and construed in accordance with English law and the parties hereby submit to the non-exclusive jurisdiction of the English courts.

Bookings Secretary: Ali Bull

Telephone 01483 892 254