

Standard Conditions of Hire of Sunnyside Hall

1. **Curtilage of premises.** The premises include the main hall, kitchen, lavatories, front garden, car park, and rear outdoor area.
2. **Deposits.** If paid by cheque five working days must be allowed for the cheque to clear before payments are deemed to be paid.
 - a) **Booking Deposit.** This is paid at the time of reservation and may be used as compensation for loss of revenue in the event of the hirer cancelling the booking with fewer than fourteen days' written notice. It will form part of the hire fee.
 - b) **Damage Deposit.** This is paid before the start of the first hire and is held by the Trustees in a non-interest bearing account. It will be repaid to the hirer within fourteen days of the last hire less any expense required to restore the hall to the state of cleanliness and repair it was in at the commencement of the hire. If any loss is occasioned to the premises or contents the deposit will be used to replace such items. If substantiated complaints are made to the Trustees about noise or other disturbance during the period of hire whether caused by the hirer or their guests or others any compensation the Trustees deem appropriate will be funded from this deposit. This extends to penalties arising from deviance from any terms of this agreement. It is set to match the insurance excess.
3. **Supervision.** During the period of the hire the hirer, not being a person under 18 years of age, will be responsible for supervision of the premises ensuring that all conditions under this Agreement are met. Also for the behaviour of all persons using the premises and grounds whatever their capacity. The hirer also agrees to the Trustees' representative optionally being present for part or the whole of the duration of hire.
4. **Parking.** Hall users may use the hall's car park but may not use Sunnyside Road or Chiltern Clinic's car park or the two spaces directly in front of Flat 2 (our nearest neighbour). A space large enough to enable a fire engine or ambulance to reach the hall shall be maintained. Outdoor lighting shall remain on during the hours of darkness when the hall is in use.
5. **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 allow the premises to be used for any unlawful purpose nor permit anything to be brought onto the premises which may endanger it or render invalid any insurance policies.
6. **Internet Access.** If internet access is shown as included on the hire Agreement the hirer becomes responsible for use of the service by themselves and their guests for the duration of the hire. Use outside those times is not permitted.
7. **Insurance and indemnity.** The Hirer shall be liable for and indemnify the Trustees against:
 - a) the cost of repair of any damage (including accidental and malicious) done to any part of the premises including the fixtures, fittings and contents by any visitor during the period of hire
 - b) all claims made against or incurred by the Trustees or their agents in respect of damage to or loss of property brought onto the property or injury to persons arising as a result of the use of the premises or equipment during the period of hire
 - c) all claims incurred by the Trustees as a result of any nuisance caused to a third party as a result of the use of the premises
 - d) any insurance excess or premium increase imposed as a result of a claim relating to loss occasioned during the period of hire. Also the difference between any claim met and the actual cost of remedying damage.

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e) Any claim arising from the use of bouncy castles or similar inflatable toys, also fireworks and bonfires.

8. **Licensable Activities.** The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law particularly relating to licensable activities. The hirer warrants that no activities that require a license will be permitted unless a copy of the appropriate license is attached to the Hire Agreement and the conditions of that licence are met. The hirer will indemnify the Trustees against damages losses and expenses resulting from any failure to obtain such licenses or approvals or any failure to comply with them.

9. **Childcare Act 2006.** Children shall be restricted from viewing age-restricted entertainments classified according to the recommendations of the British Board of Film Classification. The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable Groups Act 2006 and only fit and proper persons who have passed the appropriate Criminal Records Bureau checks should have access to children or vulnerable adults. The Hirer shall provide the Trustees with a copy of the DBS check and Child Protection Policy on request.

10. **Health and Safety.** No more than 100 people may be on or invited to the premises.

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 and thermometer. No hot food or drinks will be served after 23:00.

The Hirer shall ensure that any electrical appliances brought on to the premises shall be safe, in good working order and used in accordance with the Electricity at Work Regulations 1989.

The Fire Service shall be called to any outbreak of fire however slight and details shall be given to the representative of the Trustees who should be contacted at the earliest opportunity. The Hirer acknowledges that they have received instruction in the following matters:

- a) The action to be taken in event of fire
- b) The office telephone will also be pointed out but is only to be used to summon the emergency services where necessary (999 calls only).
- c) The location and use of firefighting equipment.
- d) Location of first aid equipment
- e) Escape routes and the need to keep them clear
- f) Method of operation of escape door fastenings

At the beginning and throughout the period of hire the hirer shall ensure that:

- a) fire exits are unlocked and panic bolts in good working order
- b) escape routes (inside and out) are free of obstruction
- c) exit signs are illuminated
- d) there are no fire hazards on the premises

The Hirer will ensure compliance with the prohibition of smoking in public places provisions of the Health Act 2006. Any person who breaches this provision shall be asked to leave the premises. The Hirer shall ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner.

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Any failure of equipment belonging to the Hall or brought in by the Hirer must be reported to the Trustees' representative as soon as possible. The Hirer must report all accidents to the Trustees' representative as soon as possible.

11. **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 not disable any noise limitation device and will ensure that no disturbance is caused to neighbours.
12. **Drunk and disorderly behaviour and supply of drugs.** The Hirer shall ensure that violent and criminal behaviour are discouraged and in the event of their occurrence police are called immediately. Care shall be taken to avoid excessive consumption of alcohol. Drunk or disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity.

When alcohol is consumed the hirer assumes the legal mantle of 'responsible person'. Appendix I and Appendix II to these terms shall form part of this clause.

Where alcohol is to be sold the Trustees require Security Industry Authority licensed security staff to be engaged unless a Trustee acting as Designated Premises Supervisor is present throughout the period of hire.

13. **Stored equipment.** All equipment and other property introduced by the hirer must be removed at the end of each hiring; any property left becomes liable for disposal by the Trustees without compensation and costs of disposal may be deducted from the deposit. The hirer is responsible for removal of all waste at the end of the hire period and must accept that rubbish may not be left in the Hall's bins. Children's toys stored at the premises both inside and outdoors are not to be touched.
14. **Explosives and flammable substances.** The hirer shall ensure that highly flammable substances are not brought into, or used in any part of the premises and that no internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Trustees. No decorations are to be put up near light fittings or heat sources.
15. **Heating.** The Hirer shall ensure that no introduced heating appliances shall be used on the premises. Any adjustments to heating controls must be reverted at the end of each hire.
16. **Animals.** The Hirer shall ensure that no animals except guide dogs are brought into the premises unless recorded on the Hire Agreement. No animals whatsoever are to enter the kitchen at any time.
17. **Fly posting.** The Hirer shall not carry out or permit fly posting or any other form of advertisements for any event taking place at the premises, and shall indemnify and keep indemnified Hall's Trustees accordingly against all actions, claims and proceedings arising from any breach of this condition.
18. **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.
19. **Commercial Use.** The Hall benefits from charitable status and must therefore give priority to hires made in accordance with its charitable aims as defined in clause 3 of the Memorandum of Association. Accordingly the Trustees are bound to preserve and hereby reserves the right to terminate a hire agreement by not less than seven days' notice in writing to the hirer in the event of the hall being required on the same date for the fulfilment of its charitable purposes.

In the event of such termination the Trustees shall refund to the Hirer all monies paid. The Trustees shall not however be liable to make any further payment to the Hirer in respect of expenses, costs or losses incurred directly or indirectly by the Hirer in relation to the termination.

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20. **Cancellation.** If the Hirer wishes to cancel the booking before the date of the event and the Trustees are unable to conclude a replacement booking the question of the payment or the repayment of the fee shall be at the discretion of the Trustees.

The Trustees reserve 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 Trustees reasonably considering that such hiring will lead to a breach of licensing conditions, or other statutory requirements, or that unlawful or unsuitable activities may 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 Trustees shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

21. **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 and any contents temporarily removed from their usual positions properly replaced, otherwise the Hall shall be at liberty to withhold a portion of the deposit at their discretion.

22. **Modifications.** 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 approval of the Trustees. Failure to leave the décor in no worse state than at the start of the hire will render the hirer liable for costs of renovation.

23. **Assignment.** The Hirer shall not assign the benefits of the Hiring Agreement nor share use of the premises with any other person or organisation other than an invitee of the Hirer. The Hiring Agreement constitutes permission only to use the premises temporarily and confers no tenancy or other right of occupation on the Hirer. None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.

24. **Data Protection.** Sunnyside Community Hall uses personal data for the purposes of managing the hall, its bookings and finances, running and marketing events at the hall, and fundraising activities. Data may be retained for up to 10 years for accounting and marketing purposes. To find out how we use personal data or to see a copy of information about you please contact the hall Secretary.

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Appendix I

The following schedule of The Licensing Act 2003 (Mandatory Licensing Conditions) (Amendment) Order 2014 shall form part of these terms.

1. (1) The responsible person must ensure that staff on relevant premises do not carry out, arrange or participate in any irresponsible promotions in relation to the premises.

(2) In this paragraph, an irresponsible promotion means any one or more of the following activities, or substantially similar activities, carried on for the purpose of encouraging the sale or supply of alcohol for consumption on the premises
 - (a) games or other activities which require or encourage, or are designed to require or encourage, individuals to
 - (i) drink a quantity of alcohol within a time limit (other than to drink alcohol sold or supplied on the premises before the cessation of the period in which the responsible person is authorised to sell or supply alcohol), or
 - (ii) drink as much alcohol as possible (whether within a time limit or otherwise);
 - (b) provision of unlimited or unspecified quantities of alcohol free or for a fixed or discounted fee to the public or to a group defined by a particular characteristic in a manner which carries a significant risk of undermining a licensing objective;
 - (c) provision of free or discounted alcohol or any other thing as a prize to encourage or reward the purchase and consumption of alcohol over a period of 24 hours or less in a manner which carries a significant risk of undermining a licensing objective;
 - (d) selling or supplying alcohol in association with promotional posters or flyers on, or in the vicinity of, the premises which can reasonably be considered to condone, encourage or glamorise anti-social behaviour or to refer to the effects of drunkenness in any favourable manner;
 - (e) dispensing alcohol directly by one person into the mouth of another (other than where that other person is unable to drink without assistance by reason of disability).
2. The responsible person must ensure that free potable water is provided on request to customers where it is reasonably available.
3. (1) The premises licence holder or club premises certificate holder must ensure that an age verification policy is adopted in respect of the premises in relation to the sale or supply of alcohol.

(2) The designated premises supervisor in relation to the premises licence must ensure that the supply of alcohol at the premises is carried on in accordance with the age verification policy.

(3) The policy must require individuals who appear to the responsible person to be under 18 years of age (or such older age as may be specified in the policy) to produce on request, before being served alcohol, identification bearing their photograph, date of birth and either
 - (a) a holographic mark, or
 - (b) an ultraviolet feature.
4. The responsible person must ensure that
 - (a) where any of the following alcoholic drinks is sold or supplied for consumption on the premises (other than alcoholic drinks sold or supplied having been made up in advance ready for sale or supply in a securely closed container) it is available to customers in the following measures
 - (i) beer or cider: ½ pint;

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(ii) gin, rum, vodka or whisky: 25 ml or 35 ml; and

(iii) still wine in a glass: 125 ml;

(b) these measures are displayed in a menu, price list or other printed material which is available to customers on the premises; and

(c) where a customer does not in relation to a sale of alcohol specify the quantity of alcohol to be sold, the customer is made aware that these measures are available."

Appendix II

The following Schedule of The Licensing Act 2003 (Mandatory Conditions) Order 2014 shall be part of these terms.

1. A relevant person shall ensure that no alcohol is sold or supplied for consumption on or off the premises for a price which is less than the permitted price.

2. For the purposes of the condition set out in paragraph 1

(a) "duty" is to be construed in accordance with the Alcoholic Liquor Duties Act 1979(a);

(b) "permitted price" is the price found by applying the formula

$$P = D + (D \times V)$$

where

(i) P is the permitted price,

(ii) D is the amount of duty chargeable in relation to the alcohol as if the duty were charged on the date of the sale or supply of the alcohol, and

(iii) V is the rate of value added tax chargeable in relation to the alcohol as if the value added tax were charged on the date of the sale or supply of the alcohol;

(c) "relevant person" means, in relation to premises in respect of which there is in force a premises licence

(i) the holder of the premises licence,

(ii) the designated premises supervisor (if any) in respect of such a licence, or

(iii) the personal licence holder who makes or authorises a supply of alcohol under such a licence;

(d) "relevant person" means, in relation to premises in respect of which there is in force a club premises certificate, any member or officer of the club present on the premises in a capacity which enables the member or officer to prevent the supply in question; and

(e) "value added tax" means value added tax charged in accordance with the Value Added Tax Act 1994(b).

3. Where the permitted price given by Paragraph (b) of paragraph 2 would (apart from this paragraph) not be a whole number of pennies, the price given by that sub-paragraph shall be taken to be the price actually given by that sub-paragraph rounded up to the nearest penny.

4. (1) Sub-paragraph (2) applies where the permitted price given by Paragraph (b) of paragraph 2 on a day ("the first day") would be different from the permitted price on the next day ("the second day") as a result of a change to the rate of duty or value added tax.

(2) The permitted price which would apply on the first day applies to sales or supplies of alcohol which take place before the expiry of the period of 14 days beginning on the second day.