

Standard Conditions of Hire

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, not being a person under 18 years of age, hereby accept responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all Standard Conditions under this Agreement relating to management and supervision of the premises are met.

2. Supervision

During the period of the hiring, you are 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 so as 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. Use of premises

- (a) You must not use the premises (including the car park) for any purpose other than that described in the Agreement 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.
- (b) The Hall Trustees reserve the right to cancel any booking if, in their opinion, Hirer has failed to meet conditions of hire and may also cancel if the hall is required for National and Local Government elections or for building alterations. If the Hirer has to cancel a booking, a signed letter stating the cancellation period must be sent to Booking Manager at least two weeks prior to the date(s).
- (c) Hirer shall complete, sign and date a booking form and note hire fee for each period of hire. When posted to Booking Manager a signed copy will be sent to Hirer and this will be a binding contract. Hall capacity must not exceed 60 for dancing, 100 in main hall and 35 in small hall as explained in Premises Licence.
- (d) Hirer shall not bring, consume or sell alcohol unless Hirer obtains a 'temporary event licence for alcohol consumption' from Preston City Council. Written permission must be obtained for such an event and a copy of the licence must be sent to Community Futures. Complimentary or free alcohol must not be served without a licence.
- (e) Operating procedures and guidance are outlined in **Appendix A**.

- (f) Hall Trustees will not accept responsibility or liability in respect of any damage to or loss of any goods articles or property of any kind brought in or left at hall or car park by Hirer or any other person.
- (g) The trustees have the right to include additional hiring instructions under special circumstances. Please see **Appendix B**.
- (h) Hirers are responsible for carrying out visual risk assessments before using the hall to ensure all equipment is safe and fit for purpose. Hirers should report any potential hazards identified to Community Futures before the hall is used.

4. 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
 - (b) the cost of repair of any damage (including accidental and malicious damage) done to our WiFi service (if any)
 - (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 your use of the premises (including the storage of equipment), 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 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 (b) above and may, in our discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (i)(c) and (d) above. We will claim on our insurance for any liability you incur but you 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)(c) and (d) above, you 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 Community Futures. If you fail to produce such policy and evidence of cover, we will cancel this Agreement and re-hire the premises to another hirer.

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

5. 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.

6. **Music Copyright licensing**

You must ensure that we hold relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, you must hold such licence(s).

7. **Music**

You 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.

8. **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 film. This Agreement confers the required permission on you. (The Deregulation Act 2015 requires you to have our written permission to show a film).

9. **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).

10. **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, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children. You must also comply with our health and safety policy.

You must call the Fire Service to any outbreak of fire, however slight, and give details to the site caretaker. (Please find contact details on main hall notice board)

- (i) You acknowledge that you have received instruction in the following matters:
- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
 - The location and use of fire equipment. (Please see **Appendix C**)
 - Escape routes and the need to keep them clear.
 - Location of fire assembly point
 - Method of operation of escape door fastenings.
 - Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
 - Location of the first aid box.
- (ii) In advance of any activity whether regulated entertainment or not you must check the following items:

- That all fire exits are unlocked and panic bolts are in good working order.
- That all escape routes are free of obstruction and can be safely used for instant free public exit.
- That any fire doors are not wedged open.
- That exit signs are illuminated.
- That there are no fire-hazards on the premises.

(iii) Ensure that emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

11. Noise

You must ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. You must, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

12. Drunk and disorderly behaviour and supply of illegal drugs

You must ensure that in order 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 in accordance with the Licensing Act 2003.

13. Food, health and hygiene

You must, 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.

14. Electrical appliance safety

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. Where a residual circuit breaker is provided you must make use of it in the interests of public safety. Please see **section 26** for further information.

15. 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. Hirers must ensure that all equipment brought onto the premises is safe and fit for purpose.

We may, in our discretion, dispose of any items referred to below 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:

- (i) 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
- (ii) your failure to dispose of any property brought on to the premises for the purposes of the hiring.
- (iii) there is no guarantee of onsite storage at the hall. Please contact Community Futures for further details.

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 the grounds (including the car park area) and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

17. 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. You must report certain types of accident or injury on a special form to the Health and Safety Executive. Community Futures will give assistance in completing this form and can provide contact details of the Health and Safety Executive. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

The Accident Book is kept in the main Kitchen with the First Aid Kit. Please also notify Community Futures of any accidents as soon as possible. See notice board for contact details.

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. 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.

20. Animals

Hirer shall ensure that no animals or livestock are not brought into the hall except for Guide dogs, Hearing dogs and assistance dog owners are allowed on the premises.

21. Fly posting

You must not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises and must indemnify and keep indemnified us accordingly against all actions, claims and proceedings arising from any breach of this Condition. If you fail to observe this Condition you may be prosecuted by the local authority.

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. In particular, 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. Emergency Valves and Switches

The emergency valves and switches are located in locked rooms.

Contact the caretaker immediately if access if required.

- A Main water valve is situated on left wall above toilet off room number 6.
- B Main gas valve is situated close to outside door in kitchen room number 4.
- C Main electric box is in room with DANGER ELECTRIC SHOCK RISK sign adjacent to inner swing doors. If mains power fails a battery will illuminate all emergency exit signs.

24. Information Notices

- A Hirers may put up laminated notices about hall events on foyer board after seeking permission.
- B Information and claims in any notice is Hirer's responsibility. Notices put up without permission will be removed.
- C Hirers are recommended to read information on main hall notice board but not put their notices there.
- D Hirers must only use pins as provided to display temporary notices and never use Blu-tack or sticky pads anywhere.

25. Disabled Toilet

Unisex disabled toilet is in room number 1 with emergency red pull cord that operates an alarm in toilet area and in main hall. To reset alarm, press control box button in disabled toilet.

26. Equipment and reporting damage

- A The hall is equipped with square tables, folding tables and chairs that can be arranged as required. Before exiting the hall, all chairs must be put back in the position they were found. Square tables must be stacked up against back wall in small hall no more than six high. Five folding tables put in the ladies toilet room number 2. Hall Trustees accept that equipment can be left out for next period of hire with agreement of that Hirer.
- B Hot water boiler and kettle are available in main kitchen and must be turned off after use.
- C Hirer must send a letter to Community Futures reporting any damage done, or noticed on arrival, during a period of hire and failure to do so may incur liability for that damage.
- D Hirer must ensure that electrical appliances brought into hall or stored in cupboards carry appropriate portable apparatus test 'PAT' documentation done by a qualified electrical engineer.
- E If Hirer wants to use four main hall speakers contact Community Futures. Hirer's amplifier input to wall sockets must be 4-8 ohm and no greater output than 100 watts. Amplified sound levels in hall must not exceed Premises Licence statutory limits.

27. 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, in our complete discretion, return the deposit or require payment of the hire fee.

We reserve the right to cancel this Agreement 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) the premises is required to close due to government advice or local restrictions;
- (iii) 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;
- (i) the premises becoming unfit for your intended use;
- (ii) 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.

A minimum of two weeks' notice is required for any cancellations or changes to bookings.

28. 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.

29. 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. In 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.

30. No rights

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

Group Name _____

Leader Name _____

Signed _____

Date _____

APPENDIX A – Operating Procedures

Entrance to Car park and Hall

- 1 Unlock large gate padlock and fasten to fence by re-locking it. Gate key can also unlock small external fence gate.
- 2 Open entrance doors.
- 3 Put LAST OUT and EXIT SIGNS switches on (and the EXTERNAL LIGHTS switch at night) situated on right hand side of inner swing doors. Main hall light switches are on through left door on wall.
- 4 The inner doors must be locked when the hall is occupied for safeguarding reasons. Late attenders can ring the bell which will sound in the main hall.

Exiting the hall

- 1 Close all windows and fire exits. Open curtains and blinds and put off all electrical appliances after each period of hire.
- 2 After everyone has exited hall and toilets, lock internal doors.
- 3 Put off all internal lights before putting LAST OUT and EXIT SIGNS switches off adjacent to the inner swing doors. Before switching off EXTERNAL LIGHTS, press time DELAY BUTTON allowing five minutes to leave hall and car park before external lights automatically switch off.
- 4 Close and lock entrance doors and padlock large gate (and small gate if used).

Emergency exits and fire precaution procedures

- 1 Hirer shall appoint a person at each period of hire to take responsibility for any emergencies and note location and operation of both fire alarms in main hall. Check all rooms including toilets when evacuating hall.
- 2 Hirer must telephone emergency services and Caretaker if an incident occurs.
- 3 Hirer must leave gangways when arranging chairs and tables and doors must be kept clear at all times.
- 4 Disabled people should have a responsible person to assist them and sit near emergency exit doors that have illuminated signs.
- 5 Under no circumstances must anyone return to hall without permission of emergency services.

Heating and lighting

- 1 In order to save energy and cost, heating system is normally on from September to May.

- 2 Put lights off in rooms not used and main hall may not require all lights on all of the time.

APPENDIX B - Special Conditions of Hire during COVID-19

(These conditions are supplemental to, not a replacement for, the halls ordinary conditions of hire)

1. You, the hirer, will be responsible for ensuring those attending your activity or event comply with the COVID-19 Secure Guidelines while entering and occupying the hall, as shown on the posters which are displayed at the hall entrance, in particular using the hand sanitiser supplied when entering the hall and after using tissues.

2. You undertake to comply with the actions identified in the hall's risk assessment, of which you will be provided with a copy to read and sign.

3. You will be responsible for cleaning door handles, light switches, window catches, equipment, toilet handles and seats, wash basins and all surfaces likely to be used during your period of hire before other members of your group or organisation arrive and to keep the premises clean through regular cleaning surfaces during your hire, paying particular attention to wash hand basins and kitchen sinks (if used), using either products supplied (which will be in the cleaning cupboard) or your own ordinary domestic products.

You will be required to clean again on leaving.

Please take care cleaning electrical equipment. Use cloths – do not spray!

4. You will make sure that everyone likely to attend your activity or event understands that they **MUST NOT DO SO** if they or anyone in their household has had COVID-19 symptoms in the last 7 days, and that if they develop symptoms within 7 days of visiting the premises they **MUST** use the Test, Track and Trace system to alert others with whom they have been in contact.

5. You will keep the premises well ventilated throughout your hire, with windows and doors open as far as convenient. You will responsible for ensuring they are all securely closed on leaving.

6. You will encourage everyone attending maintains social distancing while waiting to enter the premises, observes the one-way system within the premises, and as far as possible when using more confined areas e.g. moving and stowing equipment, which should be kept as brief as possible. You will make sure that no more than 1 person use each suite of toilets at one time.

7. You will take particular care to ensure that social distancing is maintained for any persons aged 70 or over or likely to be clinically more vulnerable to COVID-19, including for example keeping 2m distance around them when going in and out of rooms and ensuring they can access the toilets, kitchen or other confined areas without others being present. For some people, passing another person in a confined space is less risky, but for older people that should be avoided.

8. You will position furniture or the arrangement of the room as far as possible to facilitate people seating side by side, with at least one empty chair between each person, rather than face to face. If tables are being used, you will place them so as to maintain a distance of at least 2m across the table between people who are face to face.

9. You will be responsible for the disposal of all rubbish created during your hire, including tissues and cleaning cloths, in the rubbish bags provided (cleaning cupboard) before you leave the hall.

10. You will encourage users to bring their own drinks and food or you will be responsible, if drinks or food are made, for ensuring that all cutlery is washed in hot soapy water, dried and stowed away. You will bring your own tea towels, so as to reduce risk of contamination between hirers, and take them away. We will provide washing up liquid.

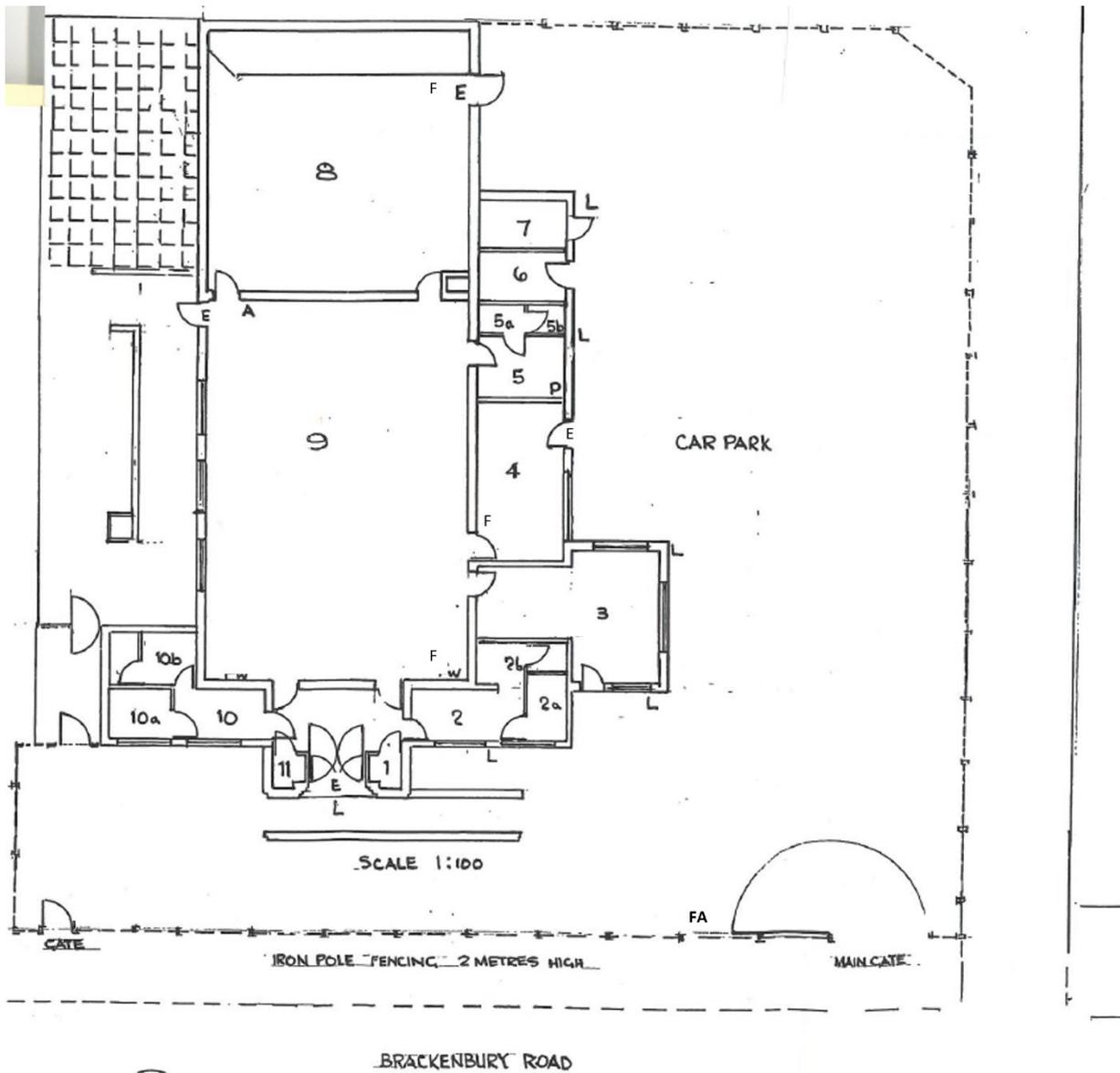
11. We have the right to close the hall if there are safety concerns relating to COVID-19, for example, if someone who has attended the hall develops symptoms and a thorough deep clean is required or if it is reported that the Special Hiring Conditions above are not being complied with, whether by you or by other hirers, or in the event that public buildings are asked or required to close again. If this is necessary, we will do our best to inform you promptly and you will not be charged for this hire.

12. In the event of someone becoming unwell with suspected COVID-19 symptoms while at the hall you should remove them to the designated safe area which is the Small Meeting Room. Provide tissues and a bin or plastic bag, and a bowl of warm soapy water for hand washing. Please ensure that the staff dealing with the individual wears the appropriate PPE. Ask others in your group to provide contact details if you do not have them and then leave the premises, observing the usual hand sanitising and social distancing precautions, and advise them to launder their clothes when they arrive home.

Please inform Community Futures on **01772 717461** or **gallowayhall@communityfutures.org.uk**

13. You will ask all those attending your group or event to bring their own equipment and not share it with other members. You will avoid using equipment, which is difficult to clean, as far as possible. You will ensure that any equipment you provide is cleaned before use and before being stored in the hall store or cupboards.

APPENDIX C - Fire Equipment Location



KEY	
F	Fire Extinguishers
L	External Lights
P	Telephone
E	Fire Exits
A	Induction Loop Control
FA	Fire Assembly Point