

Kinsbourne Common Hall

Standard agreement for hire

By requesting a booking on the Hall website, each Hirer confirms, by ticking a box on the booking request form, that they agree to be bound by and adhere to the terms of this Standard Agreement For Hire (the "**Agreement**") and have read the **Terms and Conditions for Use** that are incorporated into and form part of this Agreement. Both the Agreement and the Terms and Conditions for Use are available on the Kinsbourne Common Hall website (www.harpendenhall.org) (the "Website"). Hirers who book by phone are provided with a copy of the Agreement which they sign to confirm their agreement.

The Agreement is intended to be legally binding and the Hirer should be aware that by making a booking they enter into a contract that could be used in evidence should legal action become necessary. If the Hirer is in any doubt as to the meaning of any of the clauses, they should contact the Hall Manager or Bookings Manager for clarification, before making the booking.

This Agreement was revised on 8 July 2016 and uploaded to the Website on that date. It applies to all bookings made between that date and the date the next revision is uploaded to the Hall website.

The Ninth and the Hirer agree that in consideration of the hire fee notified to, and paid by, the Hirer, the Ninth agrees to permit the Hirer to use the Hall for the purpose and period described in the Hirer's booking request, as modified by any subsequent written correspondence. This Agreement includes the following clauses and Terms and Conditions for Use and any Special Conditions of Hire provided separately to the Hirer.

Definitions:

The Hall means the building known as Kinsbourne Common Hall, used as headquarters of the Ninth Harpenden Scout Group, located at 453 Luton Road, Harpenden, AL5 3QE, between St Mary's Church and The Fox public house.

Hire means the hire of the Hall by the Hirer in accordance with the terms of this Agreement and as specified in the booking confirmation.

Hirer means the individual who requested the booking, or a replacement who signs this Agreement in writing.

The Ninth means The Ninth Harpenden Scout Group, being registered charity number 1021216 and owner of the Hall, acting by its Hall Management Committee, Hall Manager and Bookings Manager.

Conditions:

1. HIRE FEES AND DEPOSITS

- 1.1 If the booking is made within 60 days of the Hire the Hire fee is due for payment within a week of issue of the invoice. If the booking is made more than 60 days in advance, the Hirer has the option to pay the Hire fee 60 days before the Hire.
- 1.2 If the Hirer does not pay the Hire fee as specified in 1.1, the booking will be removed from the calendar and will only be reinstated once the hire fee has been paid, provided it has not been booked by another hirer in the meantime.

1.3 The amount of the damages deposit will be notified to the Hirer before booking and is due for payment at least a week before the Hire starts. Hirers will not be allowed entry if this has not been paid (and cleared) by the time of the Hire, and they will be considered to have cancelled with less than 48 hours notice (see below).

1.4 The damages deposit will be refunded within 28 days of the termination of the period of Hire provided that no damage or loss has been caused to the Hall and/or contents nor complaints made to the Ninth about noise or other disturbance during the period of the hiring as a result of the hiring.

2. **USE OF HIRED PREMISES**

2.1 The Hirer confirms that they have read and will comply at all times with the Terms and Conditions for Use and will (in particular but without limitation):

- (a) comply with all fire safety conditions and regulations, the Hall's Fire Risk Assessment and the Hall's health and safety policy and confirms that that they have read and agree to the matters set out in that regard in clauses 8 and 9 of the Terms and Conditions for Use ("Public Safety Compliance and Fire Safety");
- (b) ensure that their guests do not enter onto land beyond the boundaries of the Hall land (see clause 10 of the Terms and Conditions for Use) without the express or implied permission of the neighbouring landowners;
- (c) comply with and ensure all guests comply with the smoking prohibition and the prohibitions on bringing (i) highly flammable substances, (ii) unauthorised heating appliances and (iii) unauthorised animals into the premises (all of which prohibitions are set out in the Terms and Conditions for Use);
- (d) if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales; and
- (e) report to the Hut Manager or Booking Manager all damage accidents and injuries caused or incurred during the period of Hire.

2.2 The Hirer shall not use the premises (nor the car park) for any purpose other than that described in the booking request and shall not:

- (a) enter or use any part of the premises other than that part which is the subject of this Hire Agreement (whether the main hall and/or one or both of the upstairs meeting rooms) together with the lobby, kitchen and toilet.
- (b) sub-hire or use the premises or allow the premises to be used for any unlawful or unsuitable purpose or in any unlawful way;
- (c) do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof (as to which, see clause 1 of the Terms and Conditions for Use "Insurance");
- (d) allow the consumption of alcohol thereon without written permission from The Ninth. For the avoidance of doubt, illegal drug use is prohibited;
- (e) allow regulated entertainment, the sale of alcohol, live performances of copyright music or broadcast recordings of copyright music or film without any licences that may be required (as to which, see clause 11 of the Terms and Conditions for Use);

- (f) allow noise nuisance or other nuisance to be caused on or near the premises by the Hirer or their guests;
- (g) allow use of stiletto high heels in the premises (due to the potential to cause damage to flooring);
- (h) make any alteration or add any fixture or fitting or attachment to the premises without the prior written approval of the Ninth or carry out or permit fly posting or any other form of unauthorised advertisements at the premises;
- (i) store equipment and other property at the premises without the explicit written permission of the Ninth (as to which, see clause 12 of the Terms and Conditions for Use); or
- (j) use the premises in a manner prohibited under the Terms and Conditions for Use.

2.3 If the Ninth becomes aware of any substantial breach of the Agreement and the Terms and Conditions for Use the Hire will be considered to have been terminated by the Hirer with immediate effect. The Hirer will be required to end the event immediately. This will be enforced by the police if the Hirer does not comply. No refund of the Hire fee or deposit will be given.

3. AGE RESTRICTIONS AND RESPONSIBILITY

3.1 The Hirer confirms that they are 18 years of age or over and accepts responsibility for ensuring that the conditions under this Agreement and the Terms and Conditions for Use are complied with.

3.2 The Hirer confirms that where they are organising or hosting activities for children under eight years of age they will comply fully with all statutory and regulatory requirements (including those set out in clause 3 of the Terms and Conditions for Use "Age Restrictions and Responsibility").

3.3 The Hirer confirms that if organising or hosting activities for attendees aged between 12 and 19 they will comply with all of the provisions of clause 3.2 of the Terms and Conditions for Use ("Children and Teenage Parties") including (in particular) those relating to the number of supervisors, and that they have given prior notice to the Booking Manager.

4. CAR PARKING

4.1 The Hirer and the Hirer's guests are, except on Sunday mornings or as otherwise notified by the Ninth, permitted to use the car park behind St Mary's Church to park a reasonable number of cars during the period of Hire, provided that they park and drive with consideration for other users and provided they do so at their own risk. The use of this car park is shared with church users and Hirers cannot reserve parking spaces.

5. END OF HIRE

5.1 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 Ninth shall be at liberty to make an additional charge. Fees and penalties will be charged if the Hirer vacates the premises later than the end of the period of hire (see clause 6.3 of the Terms and Conditions for Use)

6. CONDITION AND DAMAGE

6.1 The Hirer confirms that they have read and understood clause 6 of the Terms and Conditions for Use and accepts responsibility for all loss, damages, costs and expenses incurred by The Ninth as a consequence of any damage (including accidental damage) to the premises, fixtures, fittings and contents of the premises, and for all other loss damage and expenses incurred by The Ninth as a result of that damage or any breach by the Hirer of this Agreement (including the Terms and Conditions for Use).

7. CANCELLATION

7.1 If the Hirer wishes to cancel the booking before the start of the Hire, any damages deposit will be repaid in full (minus any cleaning costs, if it is too late to cancel the cleaner). The proportion of hire fees that will be refunded to the Hirer is set out in the Terms and Conditions for Use at clause 7.

7.2 The Ninth reserves the right to cancel this Hire by written notice to the Hirer if it reasonably believes that any of the circumstances for cancellation listed in the Terms and Conditions for Use have arisen.

8. NO RIGHTS

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

9. SEVERANCE OF TERMS

In the event that any of the terms of this Agreement is held to be invalid, the remainder of the terms will continue in full force and effect.

10. APPLICABLE LAW

This Agreement is governed by, and is to be construed in accordance with, English law. The Courts of England shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning this engagement letter and any matter arising from it. Each party irrevocably waives any right it may have to object to any action being brought in those courts, to claim that the action has been brought in an inappropriate forum, or to claim that those courts do not have jurisdiction.

11. RIGHTS OF THIRD PARTIES

None of the provisions of this Agreement is intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person other than the Hirer, the Ninth, and each member of the Ninth's Trustees, employees, volunteers, agents and invitees.

12. INTERPRETATION

The headings in this Agreement are not to be used in interpreting or limiting the terms.

SIGNED: **(HIRER)**

NAME:

DATE:

CONTACT TELEPHONE NO.:

Kinsbourne Common Hall

Terms and Conditions for Use

These Terms and Conditions form part of the Standard Agreement for Hire for Kinsbourne Common Hall and are intended to be legally binding. Hirers should be aware that by making a booking they enter into a contract that could be used in evidence should legal action become necessary. If the Hirer is in any doubt as to the meaning of any of the Terms and Conditions for Use, they should contact the Hall Manager or Bookings Manager for clarification, before making the booking.

The Terms and Conditions for Use were revised on 8 July 2016 and uploaded to the Website on that date. They apply to all bookings made between that date and the date the next revision is uploaded to the Hall website.

1. **Liability, Indemnity and Insurance**

1.1 The Hirer shall be liable for:

- (a) 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 arising as a result of the use of the premises (including the storage of equipment) by the Hirer,
- (b) all claims, losses, damages and costs made against or incurred by the Ninth, its Trustees, 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) by the Hirer, and
- (c) all claims, losses, damages and costs made against or incurred by the Ninth, its Trustees, 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 4.2, the Hirer shall indemnify and keep indemnified accordingly the Ninth, and each member of its Trustees, employees, volunteers, agents and invitees against such liabilities.

1.2 The Ninth shall take out adequate insurance to insure the liabilities described in sub-clause 1.1(a) above and may, in its discretion and in the case of non commercial hirers, insure the liabilities described in sub-clauses 1.1(b) and 1.1(c) above. If the Ninth receives a pay-out under its insurance for any loss or cost which is a liability of the Hirer hereunder, the Hirer's liability will be reduced by the net pay-out and the Ninth will reimburse the Hirer for any payment already made by the Hirer in respect of that liability, to the extent that payment exceeds the reduced liability. The net pay-out is the gross pay-out from the insurer minus (a) any insurance excess incurred and (b) three times the increase in the insurance premium for the next year (being the likely extra insurance premium costs incurred by the Ninth over the next three years as a result of the claim).

1.3 Where the Ninth does not insure the liabilities described in sub-clauses (a)(ii) and (iii) above, the Ninth will (unless in its absolute discretion it indicates otherwise in writing) require that a Hirer whose Hire is for a commercial purpose (meaning a Hire which is not for personal purposes) 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 Ninth. Failure to produce such policy and evidence of cover will render the Hire void and enable the Ninth to rehire the premises to another Hirer.

1.4 The Ninth shall insure against any claims arising out of its **own** negligence.

2. Prohibitions and controls on use

2.1 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 by the Hirer's guests. No illegal drugs may be brought onto the premises. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Any person suspected of being drunk, under the influence of drugs, carrying drugs or prohibited alcohol or bringing them to the premises, or who is behaving in a violent or disorderly way shall be required to leave the premises.

2.2 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

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

2.4 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.

2.5 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 the Ninth, and each member of its Trustees, employees, volunteers, agents and invitees 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

2.6 No smoking

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 regulations made thereunder. 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, so as not to risk causing a fire.

2.7 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, paper, wool) shall be erected without the consent of the management committee. No decorations are to be put up near light fittings or heaters.

2.8 Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the explicit written consent of the Ninth. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

2.9 Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought onto the premises, other than for a special event agreed to in advance in writing by the Ninth. No animals whatsoever are to enter the kitchen at any time.

2.10 Noise and nuisance

- (a) The Hirer shall ensure that the minimum of noise and other nuisance is caused by the Hirer and their guests on arrival and departure and during the Hire, particularly late at night and early in the morning. During the course of the Hire, the Hirer shall ensure that no noise can be heard from the Hall at any neighbouring properties.
- (b) If there is noise disturbance, or other nuisance, to nearby properties the Hirer will be liable for the costs of any action judged by the Ninth to be necessary to compensate or apologise.
- (c) The Hirer must cease any noise or other nuisance immediately at the request of the Ninth or properties nearby. Failure to do so means that the Hire will be considered to have been terminated by the Hirer with immediate effect and the Hirer will be required to end the event immediately. This will be enforced by the police if the Hirer does not comply. No refund of the Hire Fee or deposit will be given.

3. AGE RESTRICTIONS AND RESPONSIBILITY

3.1 Responsibility for Children and Teenagers

- (a) The Hirer, being a person aged 18 years or more, hereby accepts responsibility for being in charge of and on the premises at all times during the course of the Hire and for ensuring that all conditions under this Agreement and these Terms and Conditions for Use are met.
- (b) The Hirer shall ensure that if films are shown during the hire they shall be appropriate to the ages of the persons present, according to the recommendations of the British Board of Film Classification. (See also copyright requirements.)

- (c) 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 the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Hirer shall provide the Ninth with a copy of their CRB check and Child Protection Policy on request.

3.2 Teenage parties

- (a) If the Hirer is hiring for the purpose of holding a party (which includes dances, discos or other similar social events) at which more than half of the attendees are expected to be between the ages of 12 and 19, the Hirer must notify the Booking Manager, who may choose to give advance notice to the police, so they can monitor the party.
- (b) The Hirer must ensure that at such a party they will have an appropriate number of supervising adults for the entire duration of the party. For the avoidance of doubt, an adult who is attending primarily for the purpose of enjoying the party as a participant does not count as a supervising adult. A supervising adult is a person aged 18 or more who accepts that their primary duty at the party is to ensure appropriate behaviour of guests and that this duty overrides any desire to enjoy the party as a participant. This includes ensuring that the premises are not damaged, there is no illegal drug use or underage alcohol use or other illegal activity, there is no noise or disturbance to neighbours, uninvited guests are kept out, and police assistance is called if necessary.
- (c) The number of supervising adults shall be a minimum of two. If the number of party attendees between the ages of 12 and 19 exceeds 20, the ratio of supervising adults to such party attendees shall be at least 1:10. (Example: if there are 41 party attendees between the ages of 12 and 19, there should be at least 5 supervising adults).
- (d) The Hirer acknowledges that many other halls simply ban teenage parties and that the Ninth may, if it experiences problems with such hires, adopt a similar policy. It is therefore incumbent on the Hirer to ensure that they respect the trust being placed on the Hirer, so that their Hire does not lead to the Ninth withdrawing this facility for future use by the teenagers of the area.

3.3 Age of Hirer and Cancellation

- (a) If, in the reasonable judgement of the Ninth, there is any doubt that the person who made the booking is aged 18 or more or that an insufficient number of supervising adults will be attending the event (in accordance with clause 3.2 above), the Ninth reserves its right absolutely to refuse entry to the premises by the Hirer and their guests.
- (b) It is the responsibility of a person who makes a booking to assess in advance whether there is any possibility that there might be any doubt about whether they are aged less than 18 and, if so, to provide reliable proof of age (such as passport or driving licence) to the Bookings Manager or arrange for another person, aged 18 or more, to act as the Hirer instead. The substitute Hirer must sign a copy of this Agreement. If these requirements are not met by the start of the Hire, the Hire will be considered cancelled by the Hirer with no notice and only 50% of the hire fee will be refunded.

4. PARTS OF PREMISES EXCLUDED FROM THE HIRE

4.1 The part of the premises covered by the Hire includes one or more of the following three rooms, as specified in the booking confirmation:

- (a) the main hall and/or
- (b) the Explorers' Lounge (upstairs) and/or
- (c) the "Kinsbourne Meeting Room" (upstairs).

The Explorers' Lounge can only be hired as an add-on to the main hall.

4.2 A booking of one of the above three rooms always includes access to and use of the toilets and kitchen and lobby. Unless all three rooms are booked by the Hirer, the use of toilets and kitchen is non-exclusive and they are shared with any other users of the Hall at that time. A booking of one of these rooms does not include access to or use of either of the other two rooms unless this is explicitly requested in the booking and extra hire fees specified by the Ninth have been paid.

4.3 Bookings never include access to or use of the Storerooms unless expressly agreed by the Ninth in writing, as part of a Hire of the main hall.

4.4 If, contrary to the above exclusions (and without implying any permission to do so), the Hirer uses any room not included in their booking, the Hirer shall be liable to pay additional hire fees as specified by the Ninth, which may be more than the standard hire fee for those rooms.

5. CAR PARKING

5.1 St Mary's Church Car Park

- (a) Except on Sunday mornings, the Hirer and the Hirer's guests are, unless otherwise notified by the Ninth (see (c)), permitted to use the car park behind St Mary's Church to park a reasonable number of cars during the period of hire, provided that they park and drive with consideration for other users and provided they do so at their own risk. The use of this car park is shared with church users and so Hirers cannot reserve parking spaces.
- (b) If a Hire is agreed on Sunday mornings, this is on the strict condition that the Hirer agrees to instruct their guests NOT to use the car park, even for dropping off or picking up.
- (c) Should the car park be required by the church for a special event, such as a wedding or funeral, the Ninth reserves the right to impose a similar requirement on any Hire at any other time. This may happen at short notice (particularly for funerals). In such a case, the Hirer shall have the option to cancel their Hire and receive a full refund.
- (d) The Hirer acknowledges that the car park has an uneven surface and no security or supervision is provided. Neither the Ninth nor St Marys accept any liability for loss or damage to vehicles or users. Hirers should assess whether the car park is suitable for them and their guests and if necessary park elsewhere and advise their guests to do so. The Hirer acknowledges that particular care should be taken in assessing whether elderly or disabled visitors should park elsewhere.

5.2 Other Car Parking

- (a) Time-limited parking is also available at the nearby public car park at the junction of The Common and Luton Road and on local roads. Users of the Hall must not park in the car parks of The Fox or Charlie's, nor on Luton Road, nor on the track between the church car park and The Common. If parking on the highway, users must park with consideration.

6. END OF HIRE AND RESPONSIBILITY FOR DAMAGE

6.1 Condition and Damage

- (a) It is the responsibility of the Hirer to inspect the premises at the start of the Hire and obtain written acknowledgement of pre-existing damage or uncleanliness unless this is already noted in any document provided by the Bookings Manager. Any other damage or uncleanliness identified after the commencement of the Hire and before the next use of the Hall shall be considered to have been caused by the Hirer or their guests (whether or not they are aware of, or admit to, having caused the damage or uncleanliness).
- (b) The Hirer shall, during the period of the Hire, be responsible for: supervision of the premises, the fabric and the contents; their care, safety from damage, however slight, or change of any sort; the behaviour of all persons using the premises whatever their capacity (other than persons using the premises under a separate hire by another hirer), including proper supervision of car parking arrangements (see clause 5); and cleaning of the premises at the end of the Hire.
- (c) The Hirer shall notify the Hall Manager or Bookings Manager of all damage (including accidental damage) to the premises or to the fixtures, fittings or contents, that they are aware has been caused during their Hire.
- (d) The Hirer shall be liable for all loss, damages, costs and expenses incurred by The Ninth as a consequence of any damage (including accidental damage) to the premises, fixtures, fittings and contents of the premises, and for all other loss damage and expenses incurred by The Ninth as a result of that damage or any breach by the Hirer of this Agreement (including the Terms and Conditions for Use),
- (e) Any amounts payable by the Hirer under the terms of the preceding paragraphs may be deducted by the Ninth from any deposit paid by the Hirer and any liability in excess of the deposit will be invoiced to the Hirer and will be payable by the Hirer within one month of the invoice date.

6.2 Minimum Level of Compensation

For the avoidance of doubt, should any damage by the Hirer (as defined in paragraph 6.1(a)) prevent or significantly restrict subsequent use of the Hall, the Hirer will (in addition to any other liability) be:

- (a) liable to pay compensation of £35 per meeting in respect of every Beaver/Cub/Scout/Explorer meeting (of which there are seven per week) which is cancelled by reason of that damage;
- (b) liable to pay a sum equivalent to any hire income that would have been received from other users but which is not payable or liable to be refunded by reason of a booking being amended or cancelled because of that damage; and

- (c) be liable to and indemnify the Ninth against all losses and damages for which the Ninth itself becomes liable to 3rd party hirers and users as a consequence of that damage.

6.3 End of Hire

- (a) 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 Ninth shall be at liberty to make an additional charge.
- (b) If the Hirer vacates the premises later than the time booked, they will be liable for additional hire fees at the rate specified on the Hall website, plus a fee of £10 as compensation because the volunteer responsible for locking up will be forced to spend longer than expected at the end of the Hire. If such late vacation prevents another hirer from commencing their hire at the time booked, the Hirer will also be liable to reimburse the Ninth for such compensation as the Ninth, in its sole discretion, decides is appropriate to pay to the other hirer.
- (c) After midnight, overrunning past the agreed time that the hire will end will incur an automatic penalty of £100, due to the inconvenience to the volunteer who is locking up and the possible impact on neighbours. The penalty doubles for each half hour of overrun. (So, for instance, if a hire is due to end at midnight, overrunning to 1am incurs a penalty of £400.)

7. CANCELLATION

- 7.1 If the Hirer wishes to cancel the booking before the start of the hire, any damages deposit will be repaid in full. The proportion of hire fees that will be refunded to the Hirer is as follows:
 - (a) 90%, if the Hirer cancels more than 30 days before the date booked;
 - (b) 70%, if the Hirer cancels between 30 days and 48 hours beforehand;
 - (c) 50%, if the Hirer cancels with notice of less than 48 hours;
 - (d) 0% if the Hirer terminates the Hire early after it has commenced.
- 7.2 If the Hirer prefers, they may, at the time of cancelling the Hire, make an irrevocable election in writing that the refund of hire fees will instead be the hire fee (which may turn out to be zero) received by the Ninth from any replacement booking it is able to secure for the period originally booked by the Hirer.
- 7.3 The Ninth reserves the right to cancel this Hire by written notice to the Hirer in the circumstances listed in the Terms and Conditions for Use and/or 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 Ninth reasonably considering that (i) such Hire 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 Hire, or (iii) such Hire might exceed annual limits on usage of the Hall agreed with HMRC.
 - (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 of cancellation by the Ninth the Hirer shall be entitled to a refund of any hire fee or damages deposit already paid, but the Ninth shall not otherwise be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

8. PUBLIC SAFETY COMPLIANCE AND FIRE SAFETY

8.1 The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and the Hall's 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. The Hirer shall also comply with the Hall's health and safety policy.

8.2 The Hirer shall call the Fire Service to any outbreak of fire, however slight, and details shall be given to the Bookings Manager.

8.3 The Hirer shall ensure that before the start of their Hire they have received instruction in the following matters:

- (a) The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
- (b) The location and use of fire equipment.
- (c) Escape routes and the need to keep them clear.
- (d) Method of operation of escape door fastenings.
- (e) Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
- (f) Location of the first aid box.

A set of instructions is available to view in the kitchen.

8.4 In advance of any activity whether regulated entertainment or not the Hirer shall check the following items:

- (a) That all fire exits are unlocked and in good working order.
- (b) That all escape routes are free of obstruction and can be safely used for instant free public exit.
- (c) That any fire doors are not wedged open.
- (d) That exit signs are illuminated.
- (e) That there are no obvious fire hazards on the premises.
- (f) 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).

8.5 Subject to an absolute maximum occupancy of 150 people for the main hall (including organisers, guests and performers), it is for the Hirer to determine whether the Hall is of suitable capacity and design for the Hirer's intended use.

9. HEALTH AND SAFETY

9.1 Electrical appliances

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.

9.2 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, but not a thermometer. The Hirer is responsible for ensuring that the refrigerator temperature is suitable for their purposes.

9.3 Accidents and dangerous occurrences

Any failure of equipment belonging to the Hall or the Ninth or brought in by the Hirer must also be reported **as soon as** possible. The Hirer must report all accidents involving injury to the public to a representative of the Ninth **as soon as** possible and complete the relevant section in the Hall's accident book. Certain types of accident or injury must be reported on a special form to the Hall Manager. The Hall Manager will give assistance in completing this form and can provide contact details.

10. TRESPASS ON NEIGHBOURING LAND

10.1 The boundaries of the land included in the Hall lease are as follows.

The northern edge is the fence between the Hall and the public pavement, the eastern edge is the hedge boundary with the church, the southern edge is a continuation of the southern edge of the car park, and the western edge is the ditch running close to the western edge of the building.

10.2 The Hirer must ensure that their guests do not enter onto land beyond those boundaries without the express or implied permission of the neighbouring landowners. In this connection, it should be noted that there is categorically no permission for any social functions to spill over on to the grounds of the church or the common land which lies to the south and west of the boundaries of the Hall land.

11. LOCAL AUTHORITY/MUSIC/FILM AND OTHER LICENCES

11.1 The Hall does **not** have a licence from the public authority for regulated entertainment or the sale of alcohol. The Hirer is responsible for determining whether any such licences are needed for their event and for obtaining a licence if necessary. In such cases, the Hirer should provide a copy to the Bookings Manager.

11.2 If a Hirer wishes to have live performance of copyright music or to broadcast recorded copyright music (including as part of a film soundtrack or by playing a radio), licence fees might be payable by the Ninth (as building owner) to PRS and PPL. It is the responsibility of the Hirer to determine whether a licence fee is payable and, if so, to notify the Ninth. In this case, the Ninth will pay the fees and recharge them to the Hirer, based on the relevant PPL/PRS tariff.

- 11.3 Hirers should ensure that they have the appropriate copyright licences for film/DVD showings.
- 11.4 The Hirer indemnifies the Ninth, and each member of its Trustees, employees, volunteers, agents and invitees against any liabilities that they incur as a result of the failure of the Hirer (a) to obtain any licences that they should have obtained or (b) to notify the Ninth under 11.2.

12. STORED EQUIPMENT

- 12.1 The Hirer may not store equipment and other property at the premises without the explicit written permission of the Ninth. An additional hire fee may be required.
- 12.2 The Ninth accepts no responsibility for any stored equipment or other property brought on to or left at the premises, whether or not with the Ninth's permission, 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, otherwise fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.
- 12.3 The Ninth may, at its discretion, dispose of any equipment/property 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, 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 7 days after the agreed storage period has ended.
 - (b) Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring.

Notes for Hirers regarding licensing requirements

As noted in clause 11 of the Terms and Conditions for Use, the Hirer is responsible for determining if they require a licence from the public authority for regulated entertainment or the sale of alcohol, and/or a licence from the PRS or PPL for live performance of copyright music or broadcast of recorded copyright music.

The following comments do not form part of the Agreement between the Hirer and the Ninth; they are provided in the hope that the Hirer will find them helpful in starting their own research, but without any warranty as to their accuracy or completeness or whether they are up-to-date. It is the Hirer's responsibility to form their own judgement on the matters discussed.

It is important that Hirers understand that public authority licences (for regulated entertainment and/or sale of alcohol) and licences for copyright music are not the same thing and both may be needed. These are considered separately below.

Public authority licence - alcohol

A temporary event licence ("TEN") is required from St Albans District Council (SADC) if the Hirer is selling alcohol. Providing genuinely free alcohol to family and friends at a private party appears not to require a licence: <http://www.btbl.co.uk/news/free-alcohol-no-premises-licence-required>

If the Hirer receives any money from attendees at an event where alcohol is served, even if the payment is not explicitly for the alcohol, then they should be very sure of their ground before concluding that a licence is not required:

<http://www.theanswerbank.co.uk/Law/Question1008262.html>

<http://www.pta.co.uk/info-sheets/legal-and-licences/temporary-event-notice-faqs.aspx>

http://www.exeter.anglican.org/assets/downloads/yourchurch_downloads/PCC%20Officers/TENs%20guidance.pdf

(A licence is also required for the provision of hot food after 11pm, but we imagine this would be unlikely without also serving alcohol, so need not be considered separately.)

Public authority licence - entertainment

A temporary licence is also required from SADC if the Hirer is providing regulated entertainment, even if no alcohol is sold.
(www.stalbans.gov.uk/business/BusinessLicences/personal-licences/one-off-events.aspx)

Regulated entertainment includes **any playing of recorded music or an exhibition of a film, or anything similar**. However, a licence is only required if you are making a charge to an audience for the entertainment and are doing so with a view to profit (which includes charitable fundraising).

The following analysis by a council contains helpful comments (key ones in bold):

"The provision of bottles of alcohol as prizes in raffles and tombolas are exempt from the need for a licence if tickets are only sold at the event at which the draw takes place..."

**A licence is not needed for music that is incidental to an event e.g. music at a playgroup.
A private party where attendees are invited to attend and no profit is to be made would not need a licence.**

An indoor sporting event does not need a licence unless it is being held as an entertainment in front of an audience.

DCMS have given out the following advice about whether the hiring of a village hall for a wedding reception or private party at which dancing will take place constitutes the provision of entertainment facilities.

The hiring out of a public hall for a private event (for example a wedding reception) would not be a licensable activity if the public are not admitted and the event organiser does not charge those for whom the entertainment is provided. A charge made for the use of the hall as a dance floor (an “entertainment facility”) by a public hall committee for a private wedding to the host and organiser does not make the event licensable unless the public hall committee are also managing or organising the provision of the entertainment for those attending.

The provision of alcohol for which a charge is made (a pay bar) would require licensing however. (If the alcohol is provided free of charge, no licence is required.)”

Source:

<http://www.hambleton.gov.uk/Hambleton%20District%20Council/Adviceforvillageorcommunityhalls.pdf>

See also:

http://www.stalbans.gov.uk/Images/Regulated_entertainment_tcm15-27301.pdf

The following activities are also regulated entertainment if they go on after 11pm:

- Indoor sporting event
- Performance of a play
- Performance of dance
- Live music performance

Source: www.pta.co.uk/info-sheets/legal-and-licences/temporary-event-notice.aspx

They are also regulated entertainment before 11pm, but only if they exceed certain size restrictions. As these restrictions exceed the maximum numbers we allow at the hall (150), this is not relevant for our hall.

PRS/PPL licences for copyright music

Regardless of whether the Hirer needs a licence for Regulated Entertainment, it may be necessary to pay for the right to play a copyrighted recorded performance of music (the PPL, www.ppluk.com) and/or play (live or recorded) a copyrighted music composition (the PRS, www.prsformusic.com).

We have a licence from PPL under their Miscellaneous Tariff, which should cover most activities. We also have a licence from PRS to cover playing copyrighted music (live or recorded), but we must pay a fee for each event unless the event is exempt. You must determine, and tell us, if your event is not exempt.

In relation to private parties, the PRS website says that:

"PRS for Music does not make a charge for functions of a purely domestic or family nature, such as wedding receptions, christening parties or domestic birthday parties, when:

- Attendance of guests is by personal invitation only (except for staff, performers, etc.)
- The function is held in a privately-booked room, not at that time open to the general public
- There is no form of charge made for admission
- There is no financial gain to the function’s organiser or host (e.g. the person hiring the venue) "

(<http://www.prsformusic.com/users/businessesandliveevents/Pages/PRSforMusicchargingpolicies.aspx>)

Hirers must form their own judgement about whether they meet these criteria.