

Yarm Fellowship Committee



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STANDARD CONDITIONS OF HIRE

OF THE FELLOWSHIP BUILDING

(Called in these Conditions "The Hall")

1. Definitions and interpretation

In these Conditions:

- 1.1 terms defined in the Agreement to which these Conditions are annexed ('the Agreement') have the same respective meanings in these Conditions
- 1.2 words importing one gender shall be construed as importing any other gender
- 1.3 works importing the singular shall be construed as importing the plural and vice versa
- 1.4 references to persons include bodies corporate
- 1.5 any undertaking by the Hirer not to do an act or thing shall be deemed to include an obligation not to permit or suffer such an act or thing to be done by another person
- 1.6 the headings do not form part of these Conditions and shall not be taken into account in their construction or interpretation
- 1.7 any reference to a specific statute includes any statutory extension or modification amendment or re-enactment of such statute and any regulations or orders made under such statute and any general reference to 'statute' includes any regulations or orders made under such statute or statutes

2. Corporate Hirer

If the Hirer is a corporate body the Hirer must not later than 5 days before the commencement of the Period of the Hiring notify to the Trust in writing the name address and telephone number of an individual who will be personally responsible to the Trust for the obligations of the Hirer under the Agreement jointly and severally with the Hirer

3. User

3.1 No part of the Hall is to be used for any purpose other than the Purpose of the Hiring

3.2 No part of the Hall is to be used for any unlawful purpose or in any unlawful way

3.3 No animal is to be brought into the Hall or allowed to enter the Hall without the consent of the Trust

4. Electrical Equipment

4.1 No lighting heating power or other electrical fittings or appliance in the Hall are to be altered moved or in any way interfered with

4.2 No additional lighting heating power or other electrical fittings or appliances are to be installed or used without the prior consent of the Trust

4.3 Any stage lighting equipment must not be operated by any persons other than properly qualified electricians previously approved by the Trust

5. Supervision

5.1 During the Period of the Hiring the Hirer is to be responsible for:

5.1.1 the efficient supervision of the Hall including (without prejudice to the generality of the above)

5.1:1.1 the effective control of children

5.1:1.2 the orderly and safe admission and departure of persons to and from the Hall

5.1.2 the safety of the Hall

5. 1.3 the preservation of good order and decency in the Hall

5.1.4 ensuring that all doors giving egress from the Hall are left unfastened and unobstructed and immediately available for exit during use of the Hall

5.1.5 ensuring that no obstruction is placed or allowed to remain in any corridor giving access to the Hall

5.2 The Hirer is to provide such number of competent stewards and attendants as may in the opinion of the Trust be necessary to secure compliance with the above requirements being a minimum of one steward or attendant over the age of 18 years for every 100 persons (or part of 100 persons) present

6. Decorations and advertising

6.1 No bolts nails tacks screws bits pins or other like objects are to be driven into any part of the Hall nor is any adhesive substance to be attached to it

6.2 No placards or other articles are to be fixed to any part of the Hall

6.3 No cotton wool or highly inflammable material is to be used for decoration or other purposes

6.4 No posters boards signed flags or other emblems or advertisements are to be displayed inside or outside any part of the Hall without the previous consent of the Trust except that:

6.4.1 the Hirer will be entitled to display on the notice boards outside the Hall for a period of 7 days preceding the Period of Hiring one poster relating to the function for which the hiring is made and

6.4.2 subject to space being available and at the discretion of the Trust the Hirer may be allowed to display on the notice boards outside the Hall not more than 2 such posters during the period of 14 days preceding the Period of the Hiring PROVIDED that the posters displayed in accordance with this Condition 6.4 must be of a reasonable size and must not contain any material which in the opinion of the Trust is obscene offensive or otherwise inappropriate

6.5 The Trust reserves the right to remove any permitted posters boards signs flags or other emblems or advertisements which become so dirty or torn as to be untidy or unsightly

6.6 Flyposting is not to be carried out in contravention of the Town and Country Planning legislation

7. Statutory requirements

7.1 The Hirer must not do or permit any act matter or thing which would or might constitute a breach of any statutory requirement affecting the Hall or which would or might vitiate in whole or in part of any insurance effected in respect of the Hall

7.2 The Hirer must comply with all conditions and regulations made in respect of the Hall by the Fire Authority and a copy of these will be supplied to the Hirer on request

8. Premises licence

The Hirer must comply with all conditions and stipulations of the Trust's premises licence for the Hall (so far as the same may be relevant to the function) and a copy of these will be supplied to the Hirer on request. The conditions include the following: -

- a. all events must terminate at 11p.m.;
- b. during the event all doors and curtains must be kept closed;
- c. during the event a member of the fellowship Trust will make subjective assessments regarding the level of noise caused by the entertainment;
- d. Following the event it is the responsibility of the organiser to take all reasonable steps to prevent noise nuisance by person leaving the premises.

9. Stage play licence

The Hirer must comply with all the conditions and stipulations of the Trust's stage play licence for the Hall (so far as the same may be relevant to the function) and a copy of these will be supplied to the Hirer on request

10. Copyright works

10.1 In the use of the Hall the Hirer is not to infringe any copyright or allow any copyright to be infringed

10.2 If the use of the Hall will involve the performance of any musical or dramatic works or the delivery in public of any lecture in which copyright subsists it will be the responsibility of the Hirer to obtain prior to the Period of the Hiring the consent of the owner of the relevant copyright and to pay all composers' authors' publishers' and other fees or royalties which may be payable in respect of the function

10.3 The Hirer must supply to the Trust for approval (if so required) a copy of the programme of any entertainment to be given at the function not less than 7 days before the Period of the Hiring and must provide such evidence as the Trust may reasonably require of compliance with this Condition

11. Broadcasting and filming

The Hirer is not to grant broadcasting or filming rights without the consent of the Trust but cameras may be brought into and used inside the Hall for private (but not commercial) purposes provided that no nuisance or annoyance is occasioned

12. Film exhibition

The Hirer is not to use any part of the Hall for the purposes of a film exhibition or permit any part of the Hall to be used for those purposes without the prior consent of the Trust

13. Gambling

No sweepstake raffle tombola or other form of lottery is to be permitted to take place in the Hall except a lottery: -

13.1. which is lawful under the Lotteries and Amusements Act 1976

13.2. for which the prior consent of the Trust has been obtained and

13.3. which is conducted strictly in accordance with the relevant statutory provisions

14. Liquor

No excisable liquor is to be sold unless an occasional licence for the Hall is in force at such time and the Hirer must produce such licence to the Secretary or Chairman of the Trust not less than 24 hours before the Period of Hiring

15. Smoking

Smoking is not to be permitted in the Hall itself or in the foyer or in any corridors leading to the Hall to comply with current public building legislation.

16. Expiration of Period of Hiring

At the expiration of the Period of the Hiring the Hirer is to leave the Hall in a clean and orderly state free of litter and in particular (but without prejudice to the generality of the above):

16.1 the Hirer is to remove all equipment previously brought in by or on behalf of the Hirer and

16.2 The Hirer is to ensure that all tables supplied by the Trust are duly folded and all chairs duly stacked.

17. Agreement personal to Hirer

The benefit of the Agreement is personal to the Hirer and not assignable or capable of being sub-hired

18. Damage to Trust property

The Hirer is to take good care of and not cause any damage to be done to the Hall or to any fittings equipment or other property in the Hall and save to the extent that the Trust may be indemnified by insurance the Hirer is to make good and pay for any such damage caused by any act or neglect of the Hirer or anyone for whom the Hirer is responsible or anyone permitted by the Hirer to enter the Hall

19. Injury to persons and loss of property

19.1 The Trust will not be liable for the death of or injury to any person attending the Hall for the function the subject of the hiring or for any losses claims demands actions proceedings damages costs or expenses or other liability incurred by the Hirer in the exercise of the rights granted by the Agreement except where such death injury or loss is due to the negligence of the Trust

19.2 The Trust will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any goods articles or property of any kind brought into or left at the

Hall either by the Hirer for his own purposes or by any other person or left or deposited with any officer or employee of the Trust

19.3 The Hirer will indemnify the Trust against all such liabilities as are mentioned in this Condition

20. Third party insurance

The Hirer is to have in force throughout the Period of the Hiring a policy of insurance effected with a reputable insurance company or with underwriters at Lloyds covering the Hirer against third party risks for a sum of not less than [£1,000,000.00] and at the request of the Trust will produce to the Trust not later than 3 days prior to or at any time during the Period of the Hiring evidence of such policy

21. Further exclusion of liability

21.1 The Trust will not be liable for any loss due to any breakdown of machinery failure of supply of electricity leakage or water fire government restriction or act of God which may cause the Hall to be temporarily closed or the hiring to be interrupted or cancelled

21.2 The Trust gives no warranty that the Hall is legally or physically fit for any specific purpose

22. Right of entry

The Trust reserves the right for duly authorised members or officers or employees of the Trust to enter the Hall at any time for any authorised purpose

23. Cancellation by Hirer

23.1 If the Hirer wishes to cancel the hiring in whole or in part the Hirer must give to the Trust notice to the effect

23.2 If such notice is given not later than one month prior to the Period of the Hiring and if the Trust is able to effect an alternative hiring then the Trust will refund to the Hirer the Fee less a 10% administration charge but otherwise the Trust will be entitled to retain the whole of the Fee

24. Cancellation by Trust

24.1 The Trust may cancel the hiring if the Hall is required for any purpose in connection with a Parliamentary or local government election or if the Hall is rendered unusable by any such event as is mentioned in Condition

24.2 If the hiring is cancelled for any such reason as is mentioned in Condition 24.1 the Trust will give to the Hirer the maximum practicable notice and refund the Fee but will not otherwise be liable to the Hirer

25. Breach by the Hirer

If the Hirer fails to observe and perform any of these Conditions the Trust may:

25.1 charge to and recover from the Hirer any expenses incurred by the Trust in remedying any such failure including the cost of employing attendants workmen cleaners or other persons as may be appropriate and

25.2 cancel the instant or any other hiring of the Hall by the Hirer without incurring any liability to the Hirer for the return of any fee or otherwise

26. Complaints

Any complaint arising out of the hiring must be made in writing to the Trust within 3 days after the expiration of the Period of the Hiring

27. Trust to act by their officers

The Trust may act through any authorised officer and references in these Conditions to any approval discretion consent or requirement of the Trust are deemed to be references to the approval discretion consent or requirement of any such officer and anything which the Hirer is required to produce to the Trust is to be produced to such officer.

28. Notice

All notices demands or requests by either party to the other shall be in writing and shall be sufficiently served if delivered by hand or sent by recorded delivery to the address of the Hirer specified in the Agreement in the case of a notice demand or request to the Hirer and to the Trust at Yarm Town Hall in the case of a notice demand or request to the Trust

29. Drugs

Yarm Fellowship Committee operates a drugs free environment, as a hirer of the premises your attention is drawn to the notice in the Hall.

14 May 2011