

# **BRAITHWAITE INSTITUTE**

## **Conditions of Hire**

The following conditions apply to all hiring of the premises.

### **1 Supervision**

The Hirer shall be responsible for the supervision and care of the premises and the preservation of good order during the period of use and for any damage caused to the premises. As directed by the Bookings Secretary, the Hirer undertakes to make good or pay for all damage to the premises or to the fixtures, fittings and contents including loss of contents.

### **2 Use**

The Hirer shall not use the premises for any purpose other than that described in the Hire Agreement.

The right to use the premises is not transferrable and the Hirer may not make available the premises, or any part thereof, to a third party.

### **3 Access**

The premises will be available for use during the times shown on the Hire Agreement, which must include the time required for preparation and clearing up.

### **4 Cancellation**

The Hirer may cancel the booking without penalty up to fourteen days before the date of hire. If the Hirer cancels the booking within fourteen days of the date of hire, the full hire fee will be payable.

The Institute, at its absolute discretion, reserves the right to cancel a booking, close or prohibit the use of its facilities at any time if circumstances deem this necessary. In any such case, the Hirer shall be entitled to a refund of any deposit paid, but the Institute shall not be liable to the Hirer for any resulting direct or indirect loss or damages arising from the cancellation.

### **5 No Alterations**

Alterations or amendments to the premises or furniture are strictly forbidden and the Hirer shall not fix or make any fixing for any apparatus, equipment or decorations without the prior permission in writing from the Bookings Secretary.

### **6 Licences**

The Hirer shall be responsible for obtaining such licenses as may be needed for the sale or consumption of alcohol on the premises.

### **7 Public Safety Compliance**

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, Magistrates Court or other authority, particularly in connection with any event which includes public dancing or music or other similar public entertainment. The Hirer shall be responsible for carrying out their own risk assessment, commensurate with the hire use, and for the fire

evacuation safety procedure to be adopted in the event of a fire and for ensuring that all participants are aware of it on commencement of the hire.

## **8 Capacity**

The total number of persons allowed on the premises, including public, staff and performers, shall not exceed 250 when closely seated in rows, 175 for functions using tables and chairs and 290 for dancing only with seating limited to a single row against each wall. If only the Harvey Davies room is booked, the capacity is 45 persons seated.

## **9 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. When live or recorded music is being played, all doors and windows must remain closed. Noise level must not exceed NR40 between 12noon and 11.00pm and NR35 after 11.00pm. Music, dancing and other entertainment is not permitted after 1.00am on Friday and Saturday and midnight on other days of the week.

## **10 Electrical Appliance Safety**

The Hirer shall ensure that any electrical appliances brought by them on to the premises and used there shall be in good working order and used in a safe manner and in the way the equipment was intended to be used. It is a Health and Safety requirement that any equipment used has passed relevant safety tests.

## **11 Loss, Damage and Injury**

The Institute shall not be responsible for any loss or damage to any property of the Hirer or of any third party arising out of the hiring nor for any loss, damage or injury which may be incurred by or done to persons as a result of the use of the premises and the Hirer shall indemnify the Institute management committee and its employees and volunteers against all claims arising as a result of the hire.

(The Institute carries public liability insurance which covers use of the premises by any non-profit making organisation or person, but not use of the premises for commercial purposes.)

## **12 Car Parking**

The car park is available for use by the Hirer, but in inclement weather, there is no provision for the clearance of ice and snow. It is the responsibility of the Hirer to determine whether or not to use the facilities in these conditions.

## **13 Stored Equipment**

The Institute accepts no responsibility for any stored equipment or other property brought on to or left at the premises. All equipment must be removed at the end of the hiring, otherwise fees will be charged for each day or part of day at the hire fee pertaining until the equipment is removed.

## **14 Compliance with the Safeguarding of Children and Vulnerable Persons Act 2006**

The Hirer shall ensure that any activities for children and vulnerable persons comply with the provisions of the Act and that only fit and proper persons have access to children and vulnerable persons.

## **15 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.

**16 Heating and Cooking**

The hire charge includes the cost of electricity, central heating and use of the kitchen facilities. No other form of heating or cooking appliance may be used or brought on to the premises.

**17 End of Hire**

The Hirer shall be responsible for leaving the premises in a clean and tidy condition fit for re-hire and properly locked and secured, otherwise the Institute reserves the right to make an additional charge.

**18 No Rights**

The hiring agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

**Additional Conditions for Caravan Rallies and Camping**

**19 Hall Hire**

If the Hirer does not book the Hall during the period of hire, the Institute reserves the right to hire it to other parties.

**20 Boiler Room**

Drying clothes in the boiler room is prohibited. In the interests of public safety, the boiler room is kept locked and access to it is restricted to responsible persons who need to be there in connection with the operation of the premises.