



## **Frome Canoe Club Terms and Conditions of hire.**

By booking and hiring the Frome Canoe Club function rooms you are agreeing to these terms and conditions below.

### Standard conditions of hire

These standard conditions apply to all hiring Frome Canoe Club. If the Hirer is in any doubt as to the meaning of the following, contact the Booking Secretary immediately.

#### 1. Age

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

#### 2. Supervision

The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises, the fabric and the contents; their care, safety from damage however slight or change of any sort; and 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 the Booking secretary, the Hirer shall 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

The Hirer shall not use the premises for any purpose other than that described in the Hiring Agreement and shall 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 onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.

Please note the restriction on use of bouncy castles and similar inflatable equipment in 4.(d) below

#### 4. Insurance and indemnity

(a) The Hirer shall be liable for:

(i) (ii) (iii) 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 all claims, losses, damages and costs made against or incurred by the Frome Canoe Club management committee, their 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 all claims, losses, damages and costs made against or incurred by the Frome Canoe Club management committee, their 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 (b), the Hirer shall indemnify and keep indemnified accordingly each member of the Frome Canoe Club management committee and the Frome Canoe Club's employees, volunteers, agents and invitees against such liabilities.

(c) The Hirer must have their own liability insurance in-place. This includes but not limited to public liability, professional indemnity, product liability and any other insurance policy to cover the Hirer for any potential claims.

(d) The Frome Canoe Club's insurance specifically prohibits the use of bouncy castles and similar inflatable equipment on the premises. This is a condition of hire and neither the management committee or any of its representative has the authority to alter this, even in cases where evidence of alternate insurance cover is offered by the hirer. The Frome Canoe Club is insured against any claims arising out of its own negligence.

#### 5. 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.

#### 6. Music Copyright licensing

It is the responsibility of the hirer to ensure that the Frome Canoe Club holds appropriate and relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, the hirer holds a licence covering the extent of their own activities.

#### 7. Film

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film.

## 8. Safeguarding children, young people, and adults at risk

You must ensure that any activities for children, young people and adults at risk are only provided by fit and proper persons in accordance with the Children Act 1989 and 2004, 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). All reasonable steps must be taken to prevent harm, and to respond appropriately when harm does occur. Relevant concerns must be reported.

## 9. Public safety compliance

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

The Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to a member of the management committee.

It is the responsibility of the hirer to ensure they familiarise themselves with the following safety considerations and convey the same to all persons using the Frome Canoe Club during the hire period:

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the Frome Canoe Club.
- The location and use of fire equipment.
- Escape routes and the need to keep them clear.
- 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.

A plan showing the location of fire extinguishers, fire exits and assembly points is displayed in the downstairs hall of the Frome Canoe Club and hirers should ensure they have studied this.

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

- That all fire exits are unlocked and panic bolts 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 obvious fire hazards on the premises.
- 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).

(c) The number of persons in the Frome Canoe Club at any time during the hire period should not exceed the number stated on the booking form and in no circumstances must it exceed the Frome Canoe Club's overall capacity, displayed in the entrance.

#### 10. 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, 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.

#### 11. Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall ensure that no alcohol is sold or supplied to any person under the age of 18. The Hirer shall ensure that in order to avoid disturbing neighbours to the Frome Canoe Club and avoid violent or criminal behaviour; care shall be taken to avoid excessive consumption of alcohol.

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 or who is behaving in a violent or disorderly way shall be asked to leave the premises in accordance with the Licensing Act 2003.

#### 12. 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. The hirer should provide their own thermometer where required to ensure compliance. All food and liquids are to be removed from the fridges and fridges cleaned at the end of hiring the premises.

#### 13. Electrical appliance safety

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. Where a residual circuit breaker is provided the hirer must make use of it in the interests of public safety. The hirer should ensure they are familiar with the procedure for isolating the power to the premises in an emergency: instructions are displayed near to the circuit board in the downstairs corridor.

#### 14. Stored equipment

The Frome Canoe Club accepts 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 fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed unless agreed in writing by Frome Canoe Club.

The Frome Canoe Club may use its discretion 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. This may result in the

Frome Canoe Club management committee disposing of any such items 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.

#### 15. 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 cause a fire.

#### 16. Accidents and dangerous occurrences

Any failure of equipment belonging to the Frome Canoe Club 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 member of the Frome Canoe Club management committee as soon as possible and complete the relevant section in the Frome Canoe Club's accident book. Certain types of accident or injury must be reported on a special form. The Frome Canoe Club Secretary will give assistance in completing this form and can provide contact details

#### 17. 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 wool) shall be erected without the consent of the

management committee. No decorations are to be put up near light fittings or heaters.

(c) A clear space of at least 50cm is left around all heaters and that nothing is touching or attached to heaters.

## 18. Heating

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

Heaters in rooms should be reset at the end of hiring the Frome Canoe Club by turning the dial so the green dots align.

## 19. Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, unless you have the written permission by the Frome Canoe Club bookings secretary.

No animals whatsoever are to enter the kitchen at any time.

## 20. 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 each member of the Frome Canoe Club's management committee 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

## 21. 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.

## 22. Setup / Clear-up time

The hire period commences at the time booked and allows 15 minutes for clearing up at the end of the hire. Any additional time for setting up and clearing up is absolutely at the discretion and must be agreed in writing by the Bookings Secretary or Management Committee and the Committee reserve the right to make an additional charge for such a period, or to restrict the booking strictly to the stated time in the event of demand for bookings from other users.

The hirer shall not overstay their session time or restrict or delay hirers using the rooms after them. If this happens then the Frome Canoes Club reserve the right to charge an additional hirer fee.

### 23. During your hire / session

The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises, the fabric and the contents; their care, safety from damage however slight or change of any sort; and 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 the Booking secretary, the Hirer shall 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.

You must only use the space/ rooms you have hired. You must not swap or change rooms during your hire as other hirers may be hiring or going to hire another part of the building at the same time.

The kitchen area is included when booking the "downstairs space".

If you only book the upstairs space we cannot guarantee the availability or access to the kitchen area as other hirers may be using it. If other hirers are not using it then you are welcome to temporarily use the kitchen area for making hot drinks.

We do have the option to hire the whole clubhouse so you can use the kitchen by selecting both rooms on the booking form.

### 24. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the Frome Canoe Club is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Frome Canoe Club.

Cancellation within 7 days before start time.

If you cancel within 7 days before your hire start time then the Frome Canoe Club will charge you a cancellation fee which is 100% of the total hire charges you would have paid if you hadn't cancelled.

However if the Frome Canoes Club can get a replacement hirer for that exact session time then there will be no cancellation fee, there is no guarantee of that a replacement can be found.

Cancellation more than 7 days before start time.

If you cancel with more than 7 days before your hire start time then you will not be charged a cancellation fee. This must be done in writing or email to the booking secretary.

The Frome Canoe Club reserves 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 Frome Canoe Club management committee reasonably considering that (i) such hiring 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 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 Frome Canoe Club shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

## 25. Regular Bookings

Hirers booking the Frome Canoe Club for a recurring event, e.g. a weekly class, should note that the whole cost of the booking is payable for each date that the booking applies. No refund or credit will be made for any part of the booking that is not used for any reason, unless

- i. such cancellation is made by the Frome Canoe Club, e.g. in circumstances such as para. 24 above or
- ii. Adequate notice has been given by the hirer (minimum 1 week) and a replacement booking is obtained.

## 26. Payment for Regular Bookings

All regular users must pay for their use of the Frome Canoe Club no later than the 15th day of the month after their use. Every effort will be made to ensure an invoice is produced within 7 days of the month end but this cannot be guaranteed and no extension to the due date will be given where the invoice is delayed due to holidays or other circumstances. In the event of late payment, the Frome Canoe Club Committee or its authorised representative reserve the right to cancel further bookings until payment is brought up to date.

## 27. End of hire

The Hirer shall be responsible for leaving all parts of the premises and surrounding area in a clean and tidy condition.

Specifically:

- Toilets and kitchen should be left clean and floor of Frome Canoe Club and corridor should be swept or mopped as appropriate.
- All tables, chairs must be stacked according with the instructions displayed.
- The premises shall be properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the Frome Canoe Club shall be at liberty to make an additional charge.
- The roller window shutter must be closed at the end of the session.
- Heaters in rooms should be reset at the end of hiring the Frome Canoe Club by turning the dial so the green dots align.

- The kitchen should be cleaned and tidied. Cutlery and crockery should be cleaned, dried and put away.
- Food should be removed from the fridge/ freezer, if not Frome Canoe Club reserve the right to dispose of any left food remaining.
- Hirers should observed signs and notices within the building on how to leave the building and furniture at the end of their hire.
- The hirer must be cleaned up and tidied up by the end of the session time.

#### 28. 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 Frome Canoe Club Booking Secretary or committee member. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Frome Canoe Club remain in the premises at the end of the hiring. It will become the property of the Frome Canoe Club unless removed by the Hirer who must make good to the satisfaction of the Frome Canoe Club any damage caused to the premises by such removal.

#### 29. No rights

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

The hirer is paying a fee for the use of the premises during a specific period of time and this does not give the hirer any rights or claims to the premises or land.

#### 30. Fees and charges

Cancellation within 7 days.

If you cancel within 7 days before your hire start time then the Frome Canoe Club will charge you a cancellation fee which is 100% of the hire charges you would have paid if you hadn't cancelled.

However if the Frome Canoes Club can get a replacement hirer for that exact session time then there will be no cancellation fee, there is no guarantee of that a replacement can be found.

Cancellation more than 7 days before start.

If you cancel with more than 7 days before your hire start time then you will not be charged a cancellation fee. This must be done in writing/ email to the booking secretary.

The hirer shall not overstay their session time or restrict or delay hirers using the rooms after them. Also the hirer shall not change rooms during their session, they shall use the room(s) they have booked. If any of these happen then the Frome Canoes Club reserve the right to charge an additional administration fee of £20.

Late payment of invoices.

Once an invoice has been sent payment it is due within 14 days or an additional administration fee charge will be made.

Any invoice not paid within 14 days of the invoice sent date will be classed as late and will incur an additional admin fee of £20 followed by an extra £20 per week of the invoice not being paid

Damages: You must report damages to the booking secretary immediately. By agreeing to hire the clubhouse you agree that the Frome Canoe Club can charge you for any damages that you have made. The Hirer shall 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.