

## **THE MALTINGS WIRKSWORTH – TERMS & CONDITIONS**

*(These conditions apply to all hiring of the building & must be read in conjunction with the Booking Information Sheet. Any queries should be directed through the Team Office).*

### **1. Hirer**

Hirers must be persons aged 18 years or over; they must be in charge of the premises throughout the period of hire & are responsible for ensuring that all conditions under this Agreement relating to management and supervision of the premises are met. They must be present in person at any time whilst the premises are open, or in their stead a suitable named person(s) aged over 18 who has been adequately briefed in accordance with these terms and conditions. The premises must be locked whenever vacated.

### **2. Charges & Cancellation**

The Hirer undertakes to pay the full amount of fees as specified on the Booking Information Sheet. Hirer's notice of cancellation must be given at least one week in advance otherwise the full charge will be due. The Maltings reserves the right to cancel the 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 Maltings management committee reasonably considering that
  - (i) such hiring will lead to a breach of licensing conditions, 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 Maltings Steering Committee shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

### **3. Licensable activities**

The hirer is responsible for obtaining any necessary licences, and for ensuring compliance with their terms and conditions and with licensing law, particularly with regard to restrictions on the sale of alcohol & age restrictions or recommendations on the viewing of films.

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, and is responsible for obtaining any copyright permission for the use of film or music, live or recorded.

A stamped copy of any Temporary Event Notice should be provided via the Team Office at least one week prior to the period of hire; it must be in the name of the person specified on the Booking Application and must be kept on their person at the actual licensed event.

### **4. Use of premises**

The Hirer shall not use the premises for any purpose other than that described in the Booking Application Form and shall not sub-hire or use the premises or allow the premises to be used for any unlawful 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. Any music or license for the sale of alcohol must terminate at 11pm and the premises must be vacated by 11.30pm.

Performances involving danger to the public or of a sexually explicit nature shall not be given.

### **5. Supervision**

The Hirer shall, during the period of the hiring, be responsible for:

- (i) supervision of the premises, the fabric and the contents, their care, safety from damage (however slight) or change of any sort; the Hirer shall make good or pay for all damage (including accidental damage) to the premises or fixtures, fittings or contents, or for loss of contents.

(ii) 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. If children are present in the hall the appropriate ratio of adults to children for supervision must be met.

#### **6. Drunk and disorderly behaviour, smoking and drugs.**

Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Hirers must ensure that there is minimum disturbance to neighbours, particularly when leaving the premises. Alcohol shall not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18. 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. Smoking is not allowed and no illegal drugs may be brought onto the premises.

#### **7. Compliance with the Children Act 1989**

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons who have passed the appropriate Disclosure and Barring Services checks 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 Maltings Management Committee with a copy of their DBS check and Child Protection Policy on request.

#### **8. 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, 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 & Fire Information Sheet, both of which are to be found on display in the Lobby.

(a) The Hirer must ensure they are familiar with the following:

- The action to be taken in event of fire, including calling the Fire Brigade and evacuating the hall.
- 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.

(b) In advance of any public event entertainment or play 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.
- That any fire doors are not wedged open.
- That exit signs are illuminated.
- That there are no obvious fire hazards on the premises.

#### **9. Means of escape**

(a) All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.

(b) The emergency lighting supply illuminating all exit signs and routes must left on during the whole of the time the premises are occupied; in case of power failure it is operated by an automatic mains failure switching device.

#### **10. Outbreaks of fire**

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Steering Committee (via the Team Office). Any call-outs for the Fire Alarm will be charged.

#### **11. 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.

## 12. Electrical appliance safety and Heating

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 shall ensure that no additional heating appliances shall be used on the premises without the specific consent of the Maltings Steering Committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

## 13. 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.

## 14. Insurance and indemnity

(a) The Hirer shall be liable for:

(i) 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

(ii) all claims, losses, damages and costs made against or incurred by the Maltings Steering 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

(iii) all claims, losses, damages and costs made against or incurred by the Maltings Steering 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 Maltings Steering Committee and its employees, volunteers, agents and invitees against such liabilities.

(b) The Maltings shall take out adequate insurance to insure the liabilities described in sub-clauses (a)(i) above and may, in its discretion (and in the case of occasional non-commercial hirers only), insure the liabilities described in sub-clauses (a) (ii) and (iii) above. The Maltings shall claim on such insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of the Steering committee and its employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.

(c) Where the Maltings does not insure the liabilities described in sub-clauses (a)(ii) and (iii) above, the Hirer 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 Steering Committee. Failure to produce such policy and evidence of cover will render the hiring void and enable the Steering Committee to rehire the premises to another hirer.

The Maltings is insured against any claims arising out of its **own** negligence.

## 15. Accidents and dangerous occurrences

The Hirer must complete an Accident Form and report all accidents involving injury to the public to the Team Rector or other member of the Maltings Management Committee **as soon as possible**. Any damage to or failure of equipment belonging to the Maltings must also be reported **as soon as possible**. Certain types of accident or injury must be reported on a special form to the local authority. This is damage to or in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

## 16. Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event/ course agreed to by the Maltings.

**17. 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 Malting'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.

**18. 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.

**19. End of hire**

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 Maltings shall be at liberty to make an additional charge.

**20. 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. The Hirer shall comply with decibel exposure time guidelines and ensure that noise shall not be above permitted levels between 11pm and 7am.

**21. Stored equipment**

The Maltings 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 may be charged for each day or part of a day at the hire fee per hiring until the same is removed.

The Maltings Steering Committee 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 Steering 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.

**22. No alterations**

No alterations or additions may be made to the premises nor may any fixtures or fittings be installed without the prior written approval of the Steering Committee. Placards, decorations or other articles may only be attached to any part of the premises where possible without damage to walls or paintwork and well away from light fittings/heaters.

Any such alteration, addition, fixture, fitting or attachment shall at the discretion of the Steering Committee remain in the premises at the end of the hiring and unless removed by the hirer will become the property of the Steering Committee; the hirer must make good to the satisfaction of the Steering Committee any damage caused to the premises by such removal.

**23. No rights**

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