Terms & Conditions for the Hiring of Portadown Masonic Hall.

Definitions

For the purposes of this agreement and the conditions of hire, the term “Hirer” shall mean an individual hirer or, where the “Hirer” is an organisation that organisation. “Premises” means those parts of Portadown Masonic Hall stated on the Booking form being those subject to this hire agreement. “Booking” means the contract between the Hirer and Portadown Masonic Recreation Club as detailed and on the terms of this agreement (“the Booking Form” of which these conditions form part). “Period” means the time or times reserved under these conditions and “the Function” means that described and authorised by the Booking. If the Hirer is in any doubt as to the meaning of any of the conditions, the Club Secretary should immediately be consulted.

Hiring agreement

In consideration of the Hire Fee detailed on the Booking Form, the Portadown Masonic Recreation Club agrees to permit the Hirer to use the Premises for the Function and for the Period(s) described in the booking form. All details inserted in the booking form are part of this Agreement. This Hiring Agreement includes these Standard Conditions and Special Conditions set out below.

Anti-Discrimination Statement

We aim to treat everyone equally and with the same attention, courtesy and respect regardless of their age, physical ability, gender, marital status, race, racial group, colour, ethnic or national origin, nationality, religion, belief or sexual orientation. And we expect our guests and hirers to behave in the same manner.

Standard conditions of hire

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 Club 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 (including the car park if any) 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.

4. 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 village hall 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
(iii) all claims, losses, damages and costs made against or incurred by the club 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 Portadown Masonic Recreation Club Committee and its employees, volunteers, agents and invitees against such liabilities.

(b) Portadown Masonic Hall 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 non commercial hirers, insure the liabilities described in sub-clauses (a) (ii) and (iii) above. The hall shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of the club 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 hall 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 club secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the Club Secretary to rehire the premises to another Hirer.

The hall 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

The hirer shall ensure that Portadown Masonic Recreation Club holds relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, the hirer holds a licence.

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. Childcare Act 2006

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 Club Secretary with a copy of their CRB check and Child Protection Policy on request.

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 hall's Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or which is attended by children. The Hirer shall also comply with the hall's health and safety policy.

The Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to the Club Secretary.

(a) The Hirer acknowledges that they have received instruction in the following matters:

- The action to be taken in event of fire. This includes 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.
- Location of the first aid box.

(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.

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. Abusive Behaviour.

We do not tolerate any abuse, physical, verbal or mental, of our staff. Persons conducting such behaviour shall immediately be asked to leave the premises and may be subject to a temporary or permanent ban, depending on the severity.

12. 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. 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.

Only alcohol purchased on the premises may be consumed on the premises.

13. 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.

14. 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.

15. Stored equipment

Portadown Masonic Hall 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.

Portadown Masonic Hall 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 club 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.

16. 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 in the specified smoking area and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire. This also includes the use of electronic cigarettes.

17. Accidents and dangerous occurrences

Any failure of equipment belonging to Portadown Masonic Hall 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 club committee or bar staff 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 Incident Contact Centre. The Portadown Recreation Club Secretary will give assistance in completing this form and can provide contact details

18. 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.

19. Heating

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

20. Animals

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

21. 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 club and house committees 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.

22. 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.

23. Cancellation

If the Hirer cancels the booking at least four weeks before the date of the event, the Club Secretary will return in full any hire fee already paid. If the Hirer cancels the booking between two and four weeks before the date of the event, the Club Secretary will return 50% of of any hire fees already paid. If the Hirer cancels the booking less than two weeks before the date of the event or fails to proceed with the booking thereafter, the Club Secretary will retain any hire fees already paid. The Portadown Masonic Recreation Club Committee 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 club 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 fees already paid, but the club committee shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

24. 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 club shall be at liberty to make an additional charge which may be expected within four weeks of the event.

25. 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 Club Secretary. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the club committee remain in the premises at the end of the hiring. It will become the property of Portadown Masonic Hall unless removed by the Hirer who must make good to the satisfaction of the club secretary any damage caused to the premises by such removal.

26. No rights

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

Special Conditions of Hire

All functions must end promptly by midnight to comply with the Public Entertainment Licence except when a late license has been requested and awarded.

Fire

Hirers must ensure that all precautions are taken against risk of FIRE and damage to the property. Instructions for smoke/heat alarms/exits/equipment, and what to do in the event of a fire, can be found on the blue notice board inside the hall entrance.

The Hall has no telephone available for public use. Please ensure you have a mobile in good working order with you.

All means of EXITS from the premises must be kept free from obstruction and immediately available for instant public exit. The emergency exit illuminated signs remain on permanently.

Opening and closing Portadown Masonic Hall.

Arrangements for access to the hall will be made shortly before your hire – please contact pmrc.secretary@gmail.com a few days before the event.

Please ensure that any outside caterers are aware of the hire period and that they will not be able to enter before or leave after the hire period.

Guests are expected to vacate the premises within fifteen minutes of the end of a licensed period. After the licensed period only those helping to clear up the premises should be on the premises.

Furniture

Please use the trolley provided for moving chairs and tables in order to avoid injury and/or damage to the floor. Please stack chairs and tables neatly in the storeroom. A first aid box is located in the kitchen, and an Accident Report book is kept in the back bar. All recorded accidents must be reported to the Club Secretary as soon as possible. It is the duty of the Club Secretary to inform the authorities if necessary.

Heating

The heating is remotely controlled. Radiators are thermostatically controlled.

Please contact the Club Secretary to confirm your heating requirements.

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 must be refrigerated. Please request that the Hall's refrigerator be switched on prior to your event if required.

Consideration for others

Please ask your guests to leave quietly at the close of your event. Car doors banging and loud talk in the car park are a disturbance for local residents.

You must not put up notices or decorations on the walls or other surfaces. Do not fix decorations near light fittings or heaters.

Please leave the Masonic Hall clean and tidy. In particular we ask you to ensure table tops are wiped clean before being stacked in the storeroom. Please remove all rubbish and take it with you when you leave – the bins cannot cope with two weeks of hall hire. Only recyclable items must be placed in the green bin, and black bags must not be put in the green bin under any circumstances.

Faults/ damage/ comments

Please report any faults or damage to the Club Secretary as soon as possible so that they can be rectified quickly. The club committee welcomes comments or observations that you may have about your hire of our hall.

Payment

Payment is due within the terms specified within the Terms of Payment.