



## RWS Hall Hire: Agreement

### Conditions of Hire

1. Capacity, Times and Cost
  - a. The number of people on the premises shall not exceed 140.
  - b. Times: 9.00am – 11.30pm, Monday to Sunday.
  - c. Charges are at an hourly rate. RWS members qualify for a 30% discount on the hourly rate.
  - d. Cheques made payable to RWS UK.
  - e. All booking fees should be paid in advance. Arrangements will be made for weekly users to pay monthly or quarterly in advance.
2. Age.
  - a. 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 of the Premises Licence and/or the Operating Schedule relating to management and supervision of the premises are met.
3. Supervision
  - a. 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 & emergency exits. As directed by the Hall Management Committee, 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.
4. Use of Premises
  - a. 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 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.
  - b. Hours of Booking
    - i. The Hirer cannot take possession of the Hall before the time booked and must vacate the Hall not later than the expiring time. It is the responsibility of the Hirer to clear the Hall and failure to comply will result in an additional charge per hour or part thereof.



- c. Noise
  - i. Please keep amplified sound down to a reasonable level so as not to disturb neighbours.
  - ii. 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.
- d. Damage
  - i. Nails, hooks, adhesive tape, drawing pins or other devices must not be fixed to the walls, woodwork, doors and frames of the building. The Hirer will be liable for the total cost of repairing any damage to the building or the contents thereof, including fire extinguishers, and these costs shall be recoverable as a civil debt from the person hiring the Hall.
- e. Access
  - i. The Hirer shall ensure free and clear access to and from the Hall at all times; and will not cause or permit the obstruction of any doorway inside or outside of the building. The Hirer must acquaint themselves with all fire exits and should assist in the event of emergency evacuation.
- f. Parking
  - i. Limited car parking is available at the front of the hall and are parked at the owner's risk. If parking on the public road please park sensibly with respect to local residents and parking restrictions.
- g. Personal Injury,
  - i. The RWS Management Committee accepts no responsibility for personal injury sustained in the Hall or grounds.
- h. Fire Alarm
  - i. A manually operated Fire Bell is positioned adjacent to the main entrance door. In the event that the fire bell is sounded, all persons in the building must evacuate through the nearest exit
- i. Fire Risks
  - i. The Hirer undertakes not to do or bring anything into the Hall which shall in any way increase the risk office, e.g. balloons filled with inflammable gas. Gas heating or oil burning appliances for the preparation and heating of food are strictly forbidden. The throwing of paper streamers is likewise prohibited.
- j. No Smoking
  - i. Smoking is prohibited in the building.
- k. First Aid
  - i. Person(s) experienced in First Aid must be provided by Hirers.





- 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.

## 10. Electrical Appliance Safety

- a. 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.

## 11. Accidents and Dangerous Occurrences

- a. The Hirer must report all accidents involving injury to the public to the Caretaker as soon as possible and complete the relevant section in RWS's accident book. Any failure of equipment belonging to RWS or brought in by the Hirer 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. The Hall Management Committee will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

## 12. Indemnity

- a. The Hirer shall indemnify and keep indemnified each member of RWS Management Committee and RWS's employees, volunteers, agents and invitees against (a) the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises (b) all claims, losses, damages and costs 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 (c) all claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer.
- b. The Hirer shall take out adequate insurance to insure the Hirer and members of the Hirer's organization and invitees against the Hirer's liability under paragraph 11(a) and all claims arising as a result of the hire and on demand shall produce the policy and current receipt or other evidence of cover to the Hall Secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the Hall Management Committee to rehire the premises to another hirer. RWS is insured against any claims arising out of its own negligence.

## 13. Explosives and Flammable Substances



- a. 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. Heating

- a. 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 management committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

## 15. Drunk and Disorderly Behaviour and Supply of Illegal Drugs

- a. 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. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk or 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. No illegal drugs may be brought onto the premises.

## 16. Animals

- a. 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 RWS Management Committee. No animals whatsoever are to enter the kitchen at any time.

## 17. Compliance with The Children Act 1989

- a. 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 Criminal Records Bureau 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 RWS committee with a copy of their Child Protection Policy on request.

## 18. Fly Posting

- a. 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 RWS'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.

## 19. Notice Boards

- a. No notices may be placed on notice boards without first obtaining permission from the management committee.

## 20. Sale of Goods

- a. 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 organizer's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

## 21. Stored Equipment

- a. RWS 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.

## 22. No Alterations

- a. 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 Caretaker or Hall Management Committee. Any alteration, fixture or fitting or attachment so approved shall at the discretion of RWS remain in the premises at the end of the hiring. It will become the property of RWS unless removed by the hirer who must make good to the satisfaction of the hall or, if any damage caused to the premises by such removal.

## 23. No Rights

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

## 24. Cancellation

- a. If the Hirer wishes to cancel the booking before the date of the event and RWS 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 Management Committee. In any such case the Hirer shall not be entitled to a refund of any deposit already paid.
- b. The RWS Management Committee reserve the right to cancel the booking due to any cause or circumstances beyond its control. However, the Committee shall not be liable for any loss or claim

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incurred by the hirer, or any other person connected to the booking, as a consequence of such a cancellation. The RWS Management reserves the right to cancel this hiring by notice to the Hirer in the event of:

- i. Accommodation being required for the purpose of European, Parliamentary, County and Parish Elections or any other public purpose. The premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election
  - ii. RWS 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
  - iii. The premises becoming unfit for the use intended by the Hirer an emergency (e.g. weather/disturbances/ acts of God) or require use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.
- c. In any such case the Hirer shall be entitled to a refund of any deposit already paid, but RWS shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

## 25. End of Hire

- a. The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured, any contents removed or damaged from their usual positions and not properly replaced, RWS shall make an additional charge.

## 26. Variations

- a. The Committee reserves the right at any time without notice to vary these Conditions.