

# Old Boys' School - Hire Agreement

This agreement is made in accordance with the information shown below. The agreement is made between the named hirer and the Old Boys' School Management Committee. **HIRERS are responsible for;**

- ✓ Complying with all conditions of hire, as set out in the Hiring Agreement and for ensuring that their organisation / party conducts its activities in line with such conditions, particularly in respect of compliance with all safety requirements and safety notices. HIRERS may have responsibilities above and beyond these with regard to insurance and statutory requirements relating to their particular organisation / activity.
- ✓ Ensuring familiarity with fire safety checks (e.g. keeping fire exits clear) and evacuation procedures in the case of an emergency.
- ✓ Designating a responsible person at each event who will take charge of evacuation in case of an emergency.
- ✓ Ensuring that highly flammable substances are not brought into or used in any part of the premises.
- ✓ Seeking the consent of the Management Committee before erecting any internal decorations that may contain combustible materials and ensuring that any allowed decorations are not placed near light fittings or heaters.
- ✓ Checking that, if any portable electrical equipment is brought onto the premises, it is safe for use / has been PAT tested.

## **Accidents**

A well-stocked, appropriately labelled and in date First Aid Box is available in the kitchen.

A book used to record all cuts, bumps, falls etc. As well as more serious accidents is available in the accident folder kept in the kitchen. Details to be recorded can be found on the front of the book.

Any person being aware of any practice, action or incident that has, or could have been, injurious to the health of any person, has a duty to record such incident in the Incident Book for the attention of the Management Committee.

Any person discovering a faulty or broken piece of equipment should take appropriate action to remove or make safe such equipment and should record all details in the Incident Book for the attention of the Management Committee.

The Old Boys' School has an automated defibrillator on the outside wall. The equipment will talk you through what to do.

## **Checklist on leaving premises**

- Floors clean and tidy (the cleaning cupboard is in the ladies' toilets with the key high on the door frame to the left as you walk into the ladies)
- Tables put away & chairs cleared,
- Toilets and kitchen clean, food waste placed in plastic bags and put in outside bin in car park
- Light switches turned off (toilets, hall, kitchen, main entrance/exit)
- Tea Towels – Hirers Responsibility
- All taps turned off
- Close two fire shutters
- Turn off 2 water boilers in kitchen
- Unplug microwave

### **Payment**

Payment should be received 7 days prior to hiring the hall unless otherwise agreed. Preferred payment method is by bank transfer to account number 41085581 sort code 40-40-29 quoting name and reference number.

Alternatively, cheque quoting name and booking reference number on the reverse or cash in a sealed envelope quoting name and booking reference number can both be given to the clerk.

### **Contact Details**

As we are Volunteer run, from time to time the booking clerk changes so please find contact details on our website; <https://cawoodvillage.org.uk/old-boys-school-booking-information/>

## **General terms and conditions**

<b>Element</b>	<b>Details to be adhered to</b>
<b>Supervision</b>	THE HIRER will, 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 an obstruction.
<b>Use of Premises</b>	THE HIRER shall not use the premises for any other 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 to 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 prior agreement and relevant licences.
<b>Licences</b>	All licences must be obtained as necessary by the hirer for their event.
<b>Gaming, Betting and Lotteries</b>	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.
<b>Public Safety Compliance</b>	THE HIRER shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, and the Local Magistrates or otherwise. Fire Doors & Exits to be free from obstruction at all times, e.g. tables, chairs, stalls, rubbish.
<b>Health and Hygiene</b>	THE HIRER shall, if preparing, serving or selling food observe all relevant food health and hygiene legislation and regulations.
<b>Electrical Appliance Safety</b>	THE HIRER shall ensure that any electrical appliance brought by them to the premises and used there shall be safe and in good working order, and used in a safe manner.
<b>Indemnity</b>	THE HIRER shall indemnify the committee for the cost of repair of any damage done to any part of the property including the curtilage thereof or the contents of the building which may occur during the period of the hiring as a result of the hiring. THE HIRER shall be responsible for making arrangements to insure against any third-party claims which may lie against them (or the organisation if acting as a representative) whilst using the Old Boys' School. (The Old Boys' School is insured against any claims arising out of its negligence).
<b>Accidents and Dangerous Occurrences</b>	THE HIRER must report all accidents involving injury to the public, to the chair or secretary of the Management Committee as soon as possible. Any failure of equipment either that belonging to the hall or brought in by THE HIRER must also be reported as soon as possible.
<b>Animals</b>	THE HIRER shall ensure that no animals (including birds) except guide/hearing dogs are brought into the hall, other than for a special event agreed by the Management Committee. No animals whatsoever are to enter the kitchen at any time.
<b>Compliance with the Children Act</b>	THE HIRER shall ensure that any activities for children under the age of eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons have access to the children.
<b>Safeguarding</b>	THE HIRER shall confirm they will abide by the Cawood Parish Council Code of Conduct relating to Safeguarding Responsibilities for Community Buildings and Facilities. The HIRER shall report to the Parish Clerk any breaches of the Code of Conduct relating to Safeguarding.

<b>Fly Posting</b>	THE HIRER shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the hall, and shall indemnify the Management committee accordingly against all action, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.
<b>Sale of Goods</b>	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 the organiser's name and address.
<b>HIRER Cancellation</b>	IF THE HIRER wishes to cancel the booking before the date of the event and the Management Committee is unable to conclude a replacement booking, the question of the repayment of the fee shall be at the discretion of the Management Committee.
<b>COMMITTEE Cancellation</b>	THE MANAGEMENT COMMITTEE reserves the right to cancel this hiring in the event of the hall being required for use as a Polling Station, for a Parliamentary or Local Government election or by-election in which case THE HIRER shall be entitled to a refund of any deposit already paid.
<b>Refusal of Booking</b>	THE MANAGEMENT COMMITTEE reserves the right to refuse a booking without notice or to cancel this hiring agreement at any time either before or during the term of the agreement upon giving 7 days' notice in writing to the hirer. THE HIRER shall be entitled upon such notice to reimbursement of such monies including the deposit or a proportion of the same as have been paid by THE HIRER to the Management Committee: The Management Committee shall not be liable to make any further payment to THE HIRER.
<b>End of Hire</b>	THE HIRER shall be responsible for leaving the premises (which includes sweeping and mopping all areas) and surrounding areas in a clean and tidy condition, properly locked (prior agreement can be obtained whereby the premises are opened and locked after the event) and secured unless directed otherwise and any contents temporarily removed from their usual positions replaced otherwise the Management Committee shall be at liberty to make an additional surcharge. THE HIRER shall remove all rubbish, bottles and the like resulting from the hiring. Failure to do so may result in a surcharge. Unsold items from sales are not to be stored in the hall without prior permission of the Management Committee.
<b>Noise</b>	THE HIRER will ensure that any music played, either live or digital, will comply with current legislative noise level requirements. THE HIRER shall ensure that the minimum of noise is made on arrival and departure.
<b>Equipment</b>	THE HIRER is responsible for the provision of all items with regard to their particular event. If items belonging to the hall are used, prior permission must be given. The Management Committee are not responsible for providing items for private functions.
<b>Smoking</b>	No Smoking at any time within the facility.

### **Declaration**

**I confirm that I have read and understood the hire agreement.**

**Signed:**

**Date:**