



# The Institute, Kelvedon

Charity Number 272790

78 High Street  
Kelvedon,  
Essex  
CO5 9AA

[www.kelvedoninstitute.co.uk](http://www.kelvedoninstitute.co.uk)

## The Institute Hire Agreement General Conditions of Hire

***If the Hirer is in any doubt as to the meaning of any of these conditions, the Bookings Secretary should be consulted immediately.***

### **1. Responsibility of Hirer and minimum 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 of the hall; 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 Bookings 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. (See also clause 28. *No Alterations.*)

### **3. Use of premises**

The Hirer shall not use the premises for any purpose other than that described in the Hire 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. Alcohol**

The Institute is NOT licensed for the sale of alcohol - if the hirer wishes to dispense alcohol other than as a free gift the hirer may, with the Management Committee's written approval apply to Braintree District Council for a Temporary Event Notice permitting the sale of alcohol. The hirer will be responsible for the payment of any fees associated with the application for a Temporary Event Notice. The hirer should also note that free tap water must be available from the bar for any event making use of a Temporary Event Notice. If a Temporary Event Notice is obtained without the prior written approval of the Management Committee then the hirer will be considered to have breached the hire conditions and the Hall will not be made available and any deposit or other monies already paid will not be refunded.

The hirer is responsible to ensure that under the Licensing Act 2003 no person under the age of 18 is sold or distributed alcohol.

### **5. Maximum permitted number of people**

The Hirer agrees not to exceed the following maximum permitted number of people (including the organisers/performers) per hall:

Main Hall: 120

Small Hall: 100

Recommended maximum numbers for Main hall depending on event.

Show with theatre row seating: 80

Show with table and chair seating: 50

Quiz with table and chair seating (Inc. stage): 74

### **6. Music copyright licensing**

The Institute has a joint licence from the *Performing Rights Society (PRS)* and *Phonographic Performance Limited (PPL)* for the performance of live or recorded copyright material.

### **7. Attendance**

The Hirer agrees with the Institute committee to be present (by its authorised representative, if appropriate) during the hiring and to comply fully with this Hire Agreement.

### **8. Agreement provisions**

None of the provisions of this Agreement is intended to or will operate to confer any benefit pursuant to the *Contracts (Rights of Third Parties) Act 1999* on a person who is not named as a party to this Agreement.



# The Institute, Kelvedon

Charity Number 272790

78 High Street  
Kelvedon,  
Essex  
CO5 9AA

[www.kelvedoninstitute.co.uk](http://www.kelvedoninstitute.co.uk)

## 9. 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 Institute 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 Institute 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) below, the Hirer shall indemnify and keep indemnified accordingly each member of the Institute committee and the Institute's employees, volunteers, agents and invitees against such liabilities.

- b. The Institute 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 Institute shall claim on its insurance for any liability of the Hirer hereunder, but the Hirer shall indemnify and keep indemnified each member of the Institute committee and the Institute's employees, volunteers, agents and invitees against (i) any insurance excess incurred and (ii) the difference between the amount of the liability and the monies received under the insurance policy.
- c. Where the Institute 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 Institute's Booking Secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the Booking Secretary to rehire the premises to another Hirer.

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

## 10. 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.

## 11. Films and Theatrical performances

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 films and Theatrical performances.

## 12. 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 that only fit and proper persons who have passed the appropriate Disclosure and Barring service checks should have access to the children. DBS checks may also be required where children over eight or vulnerable adults are taking part in activities. The Hirer shall provide the Village Hall committee with a copy of their DBS checks and Child Protection Policy on request.

## 13. 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 Institute'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.

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

- a. The Hirer acknowledges that they have received instruction in the following matters:
  - i. The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
  - ii. The location and use of fire equipment.



# The Institute, Kelvedon

Charity Number 272790

78 High Street  
Kelvedon,  
Essex  
CO5 9AA

[www.kelvedoninstitute.co.uk](http://www.kelvedoninstitute.co.uk)

- iii. Escape routes and the need to keep them clear.
  - iv. Method of operation of escape door fastenings.
  - v. Appreciation of the importance of any fire doors and of closing all fire doors in the event of a fire.
  - vi. Location of the first aid box.
- b. In advance of any activity, whether regulated entertainment or not, the Hirer shall check the following items:
- i. That all fire exits are unlocked and panic bolts in good working order.
  - ii. That all escape routes are free of obstruction and can be safely used for instant free public exit.
  - iii. That any fire doors are not wedged open.
  - iv. That exit signs are illuminated.
  - v. That there are no obvious fire hazards on the premises.

## 14. Noise and Smoke effects

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night. The Hirer shall, if using sound amplification equipment, make use of any noise limitation device provided at the premises, all the doors and windows must be kept closed and comply with any other licensing condition for the premises.

No hiring may use any smoke effects in their event as the Fire Alarm will be activated.

## 15. 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*.

## 16. Health and hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. Hirers are responsible for the provision of tea-towels and refuse bags for disposal of food and large volumes of rubbish. (I.E. If you're event generates more than half a bin bag of rubbish). **Large volumes of rubbish including recycling and food debris must be cleared from the premises and surrounding area and taken home by the hirer at the end of the hire.** All glass bottles should be removed from the Institute - recycling bins are available in the Co-op car park. Any spillages must be cleared up immediately. Use of the grassed area should be avoided during/after adverse weather and any dirt brought into the building must be cleared before the end of the hire period

## 17. 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 will not alter or interfere with any electrical system on the premises

## 18. Stored equipment

The Institute accepts no responsibility for any equipment permitted to be stored on the premises, or for any 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 equipment permitted to be stored) 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. In the event of either:

- a. the failure by the Hirer either to pay any charges due and payable in respect of stored equipment, or to remove the same within 7 days after the agreed storage period has ended; or
- b. the failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring,

The Institute committee may at its absolute discretion dispose 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.

## 19. Smoking and Vaping



# The Institute, Kelvedon

Charity Number 272790

78 High Street  
Kelvedon,  
Essex  
CO5 9AA

[www.kelvedoninstitute.co.uk](http://www.kelvedoninstitute.co.uk)

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. Vaping is also prohibited within the Institute. Any person who breaches this provision shall be asked to leave the premises. The Hirer shall ensure that anyone wishing to smoke or vape does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, and so as not to cause a fire.

## **20. Accidents and dangerous occurrences**

Any failure of equipment belonging to the Institute or brought in by the Hirer must be reported as soon as possible. The Hirer must report all accidents involving injury to the public to a member of the Institute committee as soon as possible and complete the relevant section in the Institute's accident book. Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. The Institute booking secretary/Chairperson will give assistance in completing this form and can provide contact details.

## **21. 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 committee. No decorations are to be put up near light fittings or heaters.

## **22. 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 committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

The Hirer will not alter any settings on any heating controls without the prior permission and instructions of the Hall Management Committee.

## **23. Animals**

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for hiring's agreed to by the Institute Committee. No animals whatsoever are to enter the kitchen at any time.

## **24. Fly posting and advertising**

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 Institute 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. Private events must not be publicised on social media. Any such publicity may lead to the event being cancelled or postponed.

## **25. 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.

## **26. Cancellation**

If the Hirer wishes to cancel the booking before the date of the event and the Institute 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 Institute committee. The Institute 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 Institute 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.



# The Institute, Kelvedon

Charity Number 272790

78 High Street  
Kelvedon,  
Essex  
CO5 9AA

[www.kelvedoninstitute.co.uk](http://www.kelvedoninstitute.co.uk)

In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the Institute shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

## 27. End of hire

**The hirer shall vacate the premises promptly by the end of the hire period.**

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 Village Hall shall be at liberty to make an additional charge.

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

**No item may be affixed to any part of the building, with screws, pins, nails, Sellotape, Blue Tack, or any other method.**

## 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.

## Payment Terms

**P1.** The hire charge for all "One Off" lets must be paid in advance, either by cheque payable to "Kelvedon Institute Hall" submitted with the booking form or by bank transfer to:

Account number: 70540358

Sort code: 20-97-40

Using hirers name and event date as identification (eg. Smith 31/08)

For all other lets the frequency of invoicing and requests for advance payments or deposits, are at the discretion of the Hall Management Committee.

**P2.** Payment is due within one calendar month of Invoice date.

**P3.** If it is necessary to send a reminder, full payment must be received within two weeks of the reminder date.

**P4.** In case of non-payment steps will be taken to advertise and recover the debt and all of the debtor's bookings will be cancelled. Any advance payment or deposit already made will be used to reduce the outstanding debt. See also Standard Condition 12 above.

The Management Committee reserves the right to amend these Conditions of Hire without prior notice.

August 2019