

## **ROOM HIRE AGREEMENT**

### **Bookings and agreement to terms**

Bookings shall normally be made by the Hirer via Holmfirth Tech's online booking form at: [www.holmfirthtech.co.uk/bookings](http://www.holmfirthtech.co.uk/bookings)

Registration, login of the Hirer as an activity leader on the website or emailing of this document or a link to it is deemed to indicate acceptance of these terms.

### **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.

### **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 to neighbours and the highway.

As directed by the General Manager, 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.

### **Use of premises**

The Hirer shall not use the premises (including the car park) 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 nor allow the consumption of alcohol thereon without written permission.

### **Insurance and indemnity**

- a) The Hirer (except when the use is covered by *The Tech's* insurance) 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 Tech* management committee, directors, 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 Tech* management committee, directors, 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 Tech* management committee and *The Tech's* directors, employees, volunteers, agents and invitees against such liabilities.

- b) *The Tech* 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 Tech* shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of *The Tech* management committee and *The Tech's* employees, volunteers, agents and invitees against any insurance excess incurred and the difference between the amount of the liability and the monies received under the insurance policy.
- c) Where *The Tech* 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 Tech* General Manager. Failure to produce such policy and evidence of cover will render the hiring void and enable *The Tech* General Manager to rehire the premises to another Hirer. *The Tech* is insured against any claims arising out of its own negligence.

## **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.

## **Music copyright licensing**

The Hirer shall ensure that *The Tech* holds relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, the Hirer holds a licence.

## **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.

## **Safeguarding of children**

The Hirer shall ensure that any activities for children under eight comply with the provisions of current legislation, including The Children Act 1989 (as amended). Only fit and proper persons who have passed the appropriate Disclosure and Barring Service (DBS) 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 Tech* management committee with a copy of their DBS check and Child Protection Policy on request.

## 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 Tech'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 Tech'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 General Manager.

- a) The Hirer acknowledges that they have read the Activity Leader Guidance document and/or received instruction in the following matters:
  - The action to be taken in event of fire, including calling the Fire Brigade and evacuating *The Tech*.
  - 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) The Hirer shall consider whether any persons attending their activity require special provisions for access to the building and in particular for emergency egress. In such cases, the Hirer shall complete a Personal Emergency Evacuation Plan for each individual concerned (see Activity Leader Guidance) and shall test any proposed evacuation method.
- c) 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 (applies only in the dance studio – all others are automatic).
  - That there are no obvious fire hazards in the public areas or room hired.

## 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 use only those rooms designated for their use since these are selected to reduce the impact of noisy activity on other users and neighbours. If using sound amplification equipment, hirers shall comply with any licensing condition for the premises.

## Drunk and disorderly behaviour and supply of illegal substances

The Hirer shall ensure that, to avoid disturbing neighbours to *The Tech* and avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol.

No illegal substances may be brought onto the premises.

Holmfirth Tech Ltd reserves the right to refuse admission to any person suspected of being drunk or under the influence of illegal substances.

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.

## **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 and thermometer.

## **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.

## **Stored equipment**

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

*The Tech* 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 Tech* management 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.

## **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, away from the entrance doors, and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

## **Accidents and dangerous occurrences**

Any failure of equipment belonging to *The Tech* 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 *The Tech's* General Manager or a Director as soon as possible and complete the relevant section in *The Tech's* accident book which is kept by the General Manager.

The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR) require that certain types of accident or injury must be reported to the HSE's Incident Contact Centre as soon as possible. Further information is on its web site - <http://www.hse.gov.uk/contact/faqs/riddor.htm>. The Incident Contact Centre's telephone number is 0345 300 9923 and its opening hours are Monday to Friday 8.30 am to 5 pm).

The First Aid Box is kept in the kitchen and the hirer should also refer to *The Tech's* Health and Safety Policy.

## **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, paper) shall be erected without the consent of the management committee. No decorations are to be put up near light fittings or heaters or in the stair well.

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

## **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 Tech*. No animals whatsoever are to enter the kitchen at any time.

## **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 Tech'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.

## **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.

## **Cancellation**

If the Hirer wishes to cancel the booking before the date of the event and *The Tech* 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 Tech*.

*The Tech* 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 premises being required to close (in accordance with Government legislation) due to the Covid-19 pandemic or other crisis
- c) *The Tech* management committee or directors 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
- d) the premises becoming unfit for the use intended by the Hirer
- e) 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 booking fee already paid (if it cannot be rolled over), but *The Tech* shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

## **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 Tech* shall be at liberty to make an additional charge.

Any furniture moved by the Hirer should be returned to its original location.

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

## **No rights**

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