

## THE SCHEDULE – SPECIAL REQUIREMENTS

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### During the event

- i. Hirers must make themselves familiar with the 'Fire safety arrangements', which are sent with the booking confirmation, and displayed on the hall noticeboard.
- ii. Fire exits must be kept clear at all times. The fire door onto the street must only be used in an emergency. It must be kept shut at all other times as it could pose a danger to passing pedestrians.
- iii. As the Hall is thatched, there is a strict no smoking, fireworks, outdoor cooking or candles (except on birthday cakes) policy.
- iv. Decorations may not be tied to the wall lights. There are projecting screws in the wall that can be used.
- v. Stiletto heels must not be worn as they may damage the softwood flooring.
- vi. Chairs and tables must not be dragged across the floor – a trolley is provided to move stacks of chairs. If the piano is used, it must be returned to the end bay of the hall.
- vii. Noise must be kept below nuisance levels.
- viii. If using the dishwasher, the hirer should appoint someone to read the instructions and be in charge of it.
- ix. The area upstairs is not included in the hire and must not be used.
- x. Hirers are requested to comply with the 'Working at Height Code of Practice', which is displayed on the kitchen noticeboard.
- xi. If food is being supplied, hirers are required to adhere to the '14-point Food Safety Rules', displayed on the kitchen noticeboard.

### After the event

- i. All rooms must be in a clean and tidy state before the Hall is vacated.
- ii. Folding tables must be returned to the storeroom, and the chairs stacked at the end of the Hall. The additional brown chairs must be returned to the store cupboard.
- iii. All the lights, the hot water switch, the cooker and the hot cupboard must be switched off at the end of the Hirer's hire period.
- iv. All rubbish must be taken away from the Hall at the end of the hirer's hire. Black bin bags are kept under the sink for this purpose. The cleaning equipment must be returned to the store cupboard.
- v. All windows must be closed, latched and shuttered, and all internal doors should be closed and external doors locked at the end of the hire period.
- vi. Evening hirers must ensure that the Hall is vacated by 11pm weekdays and Saturdays, and 6pm on Sundays.
- vii. The Hirer is responsible for damage or loss to the Hall or its contents during the period of hire.
- viii. The keys should be returned immediately after the end of the hire period.

## STANDARD CONDITIONS OF HIRE

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### 1. Definitions and interpretation

In these Conditions:

- 1.1 terms defined in the agreement to which these Conditions are annexed (the Agreement) have the same respective meanings in these Conditions
- 1.2 words importing one gender shall be construed as importing any other gender
- 1.3 words importing the singular shall be construed as importing the plural and vice versa
- 1.4 references to persons include bodies corporate
- 1.5 any undertaking by the Hirer not to do an act or thing shall be deemed to include an obligation not to permit or suffer such an act or thing to be done by another person
- 1.6 references to the Hall save where the context otherwise requires include the ancillary areas that the Hirer is permitted to use pursuant to Condition 3
- 1.7 the headings do not form part of these Conditions and shall not be taken into account in their construction or interpretation, and
- 1.8 any reference to a specific statute includes any statutory extension or modification, amendment or re-enactment of that statute and any regulations or orders made under it and any general reference to a statute includes any regulations or orders made under that statute.

### 2. Facilities

- 2.1 Use of the Hall includes use of the kitchen, including fridge, cooker, dishwasher and serving hatch associated with it, the ceiling-mounted projector and screen, sound system, upright piano, and the courtyard garden and children's play area.
- 2.2 The Council is to make available at the Hall prior to the commencement of the Period of the Hiring 100 chairs and 14 trestle tables.

### 3. User

- 3.1 No part of the Hall is to be used for any purpose other than the Event.
- 3.2 No part of the Hall is to be used for any unlawful purpose or in any unlawful way.
- 3.3 No animal is to be brought into the Hall or allowed to enter the Hall without the consent of the Council.

### 4. Electrical equipment

- 4.1 No lighting, heating, power or other electrical fittings or appliances in the Hall are to be altered, moved or in any way interfered with other than the thermostat which may be used as shown by the Council's representative.
- 4.2 No additional lighting, heating, cooking, power or other electrical fittings or appliances, including generators for inflatables, are to be installed or used without the prior consent of the Council.
- 4.3 The ceiling-mounted projector and screen must not be operated by any persons other than those previously approved by the Council.

## **5. Supervision**

During the Hiring the Hirer is to be responsible for:

- 5.1 the efficient supervision of the Hall including (without prejudice to the generality of the above):
  - 5.1.1 the effective control of children
  - 5.1.2 the orderly and safe admission and departure of persons to and from the Hall
  - 5.1.3 the orderly and safe vacation of the Hall in case of emergency
  - 5.1.4 the safety of the Hall, and
  - 5.15 the preservation of good order and decency in the Hall,
- 5.2 ensuring that all doors giving egress from the Hall are left unfastened and unobstructed and immediately available for exit. The north door is kept locked and in the event of a fire can be opened using the key kept in the fire safety box on the door, and
- 5.3 ensuring that no obstruction is placed or allowed to remain at any entrance giving access to the Hall.

Adults must be present and be responsible for children at all times. They must ensure that children are protected, taking all reasonable steps to prevent injury or harm. Children are not permitted in the kitchen area.

## **6. Decorations and advertising**

- 6.1 No bolts, nails, tacks, screws, bits, pins or other like objects are to be driven into any part of the Hall nor is any adhesive substance to be attached to it.
- 6.2 No placards or other articles are to be fixed to any part of the Hall.
- 6.3 No cotton wool or highly inflammable material is to be used for decoration or other purposes.
- 6.4 No posters, boards, signs, flags or other emblems or advertisements are to be displayed inside or outside any part of the Hall without the previous consent of the Council
- 6.5 The Council reserves the right to remove any posters, boards, signs, flags or other emblems or advertisements
- 6.6 Fly-posting is not to be carried out in contravention of the Town and Country Planning legislation.

## **7. Maximum number to be admitted**

The maximum number of persons to be admitted to the Event is not to exceed 125 people standing, or 100 seated and during the Hiring the Hirer must keep a note of the number of persons admitted and show the same on demand to any officer of the Council.

## **8. Statutory requirements**

- 8.1 The Hirer must not do or permit any act, matter or thing which would or might constitute a breach of any statutory requirement affecting the Hall or which would or might vitiate in whole or in part any insurance effected in respect of the Hall.
- 8.2 The Hirer must comply with all fire safety arrangements made in respect of the Hall and a copy of these will be supplied to the Hirer with the booking confirmation.

## **9. Alcohol**

The sale of alcoholic drinks is not allowed although alcohol may be provided as part of an activity that is taking place in the Hall. The Hirer must comply with all conditions and stipulations of the Council's premises licence for the Hall (so far as the same may be relevant to the function) and a copy of this will be displayed on the noticeboard in the Hall.

#### **10. Copyright works**

10.1 In the use of the Hall the Hirer is not to infringe any copyright or allow any copyright to be infringed.

10.2 If the use of the Hall will involve the performance of any musical or dramatic works or the delivery in public of any lecture in which copyright subsists it will be the responsibility of the Hirer to obtain prior to the Hiring the consent of the owner of the relevant copyright and to pay all composers', authors', publishers' and other fees or royalties which may be payable in respect of the function.

10.3 The Hirer must supply to the Council for approval (if so required) a copy of the programme of any entertainment to be given at the function not less than 7 days before the Hiring and must provide such evidence as the Council may require of compliance with this clause 10.

#### **11. Broadcasting and filming**

The Hirer is not to grant broadcasting or filming rights without the prior consent of the Council but cameras may be brought into and used inside the Hall for private (but not commercial) purposes provided that no nuisance or annoyance is occasioned.

#### **12. Film exhibition**

The Hirer is not to use any part of the Hall for the purposes of a film exhibition or permit any part of the Hall to be used for those purposes without the prior consent of the Council.

#### **13. Gambling**

No sweepstake, raffle, tombola or other form of lottery is to be permitted to take place in the Hall except a lottery:

13.1 which is lawful under the Gambling Act 2005

13.2 for which the prior consent of the Council has been obtained, and

13.3 which is conducted strictly in accordance with the relevant statutory provisions.

#### **14. Smoking**

Smoking is not to be permitted.

#### **15. Expiration of the Hiring**

At the expiration of the Hiring the Hirer is to leave the Hall in a clean and orderly state free of litter, and in particular (but without prejudice to the generality of the above):

15.1 the Hirer is to remove all equipment previously brought in by or on behalf of the Hirer, and

15.2 the Hirer is to ensure that all tables supplied by the Council are duly folded and all chairs duly stacked.

#### **16. Agreement personal to Hirer**

The benefit of the Agreement is personal to the Hirer and not assignable or capable of being sub-hired.

#### **17. Damage to Council property**

The Hirer is to take good care of and not cause any damage to be done to the Hall or to any fittings, equipment or other property in the Hall and the Hirer is to make good and pay for any such damage caused by any act or neglect of the Hirer or anyone for whom the Hirer is responsible or anyone permitted by the Hirer to enter the Hall.

#### **18. Injury to persons and loss of property**

18.1 The Council will not be liable for the death of or injury to any person attending the Hall for the function the subject of the hiring, or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Hirer in the exercise of the rights granted by the Agreement, except where such death, injury or loss is due to the negligence of the Council.

18.2 The Council will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any goods, articles or property of any kind brought into or left at the Hall either by the Hirer for his own purposes or by any other person, or left or deposited with any officer or employee of the Council.

18.3 The Hirer will indemnify the Council against all such liabilities as are mentioned in this Condition.

#### **19. Third party insurance**

The Hirer is (if requested by the Council) to have in force throughout the Period of the Hiring a policy of insurance effected with a reputable insurance company or with underwriters at Lloyds covering the Hirer against third party risks for a sum of not less than £5,000,000 per claim and at the request of the Council will produce to the Council not later than 3 days prior to the Hiring evidence of such policy.

#### **20. Further exclusions of liability**

20.1 The Council will not be liable for any loss due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restriction or act of God which may cause the Hall to be temporarily closed or the hiring to be interrupted or cancelled, and

20.2 The Council gives no warranty that the Hall is legally or physically fit for any specific purpose.

#### **21. Right of entry**

The Council reserves the right for duly authorised members or officers or employees of the Council to enter the Hall at any time for any authorised purpose.

#### **22. Cancellation by Council**

22.1 The Council may cancel the hiring if the Hall is required for any purpose in connection with a Parliamentary or local government election or if the Hall is rendered unusable by any such event as is mentioned in Condition 20.1 or if the Hirer's proposed use of the Hall conflicts or is likely to conflict with the Council's Christian purpose and ethos, or its charitable status.

22.2 If the hiring is cancelled for any such reason as is mentioned in Condition 20.1 the Council will give to the Hirer the maximum practicable notice and refund the fee but will not otherwise be liable to the Hirer.

#### **23. Breach by the Hirer**

If the Hirer fails to observe and perform any of these Conditions the Council may:



23.1 charge to and recover from the Hirer any expenses incurred by the Council in remedying any such failure, including the cost of employing attendants, workmen, cleaners or other persons as may be appropriate, and

23.2 cancel the instant or any other hiring of the Hall by the Hirer without incurring any liability to the Hirer for the return of any fee or otherwise.

#### **24. Complaints**

Any complaint arising out of the hiring must be made in writing to the Council within 3 days after the expiration of the Period of the Hiring.

#### **25. Council to act by its officers**

The Council may act through any authorised officer and references in these Conditions to any approval, discretion, consent or requirement of the Council are deemed to be references to the approval, discretion, consent or requirement of any such officer and anything which the Hirer is required to produce to the Council is to be produced to such officer.

#### **26. Notices**

All notices, demands or requests by either party to the other shall be in writing and shall be sufficiently served if delivered by hand or sent by recorded delivery to the address of the Hirer specified in the Agreement, in the case of a notice, demand or request to the Hirer and to the Bookings Secretary of the Council, at the Council's chief office, in the case of a notice, demand or request to the Council.

#### **27. Safeguarding**

Regular Hirers who use the hall more than three times a year and who include children or vulnerable adults in their activities must give a copy of their Safeguarding policy to the Safeguarding Officer for approval as a condition of their hire.

#### **28. Data Protection and privacy notice**

The Council will comply with all relevant provisions of the General Data Protection regulations and any related UK legislation and will only collect, use, store and transfer personal data about the Hirer in accordance with the Data Privacy Notice a copy of which is displayed on the noticeboard in the Hall and can also be viewed at [www.iffleychurch.org.uk](http://www.iffleychurch.org.uk). Upon request by the Hirer a further copy of the Notice will be provided to the Hirer.

