

Standard Conditions of Hire

These standard conditions apply to all hiring of the Westcott Reading Room. If the Hirer is in any doubt as to the meaning of the following, the Hall Secretary or Booking Secretary should immediately be consulted.

1. 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 of the highway. As directed by the Hall 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.

2. Use of Premises

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 sale of alcohol thereon without written permission.

3. 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.

4. Licences

If licences are required in respect of any activity in the Westcott Reading Room the Hirer should ensure that they hold the relevant licence.

5. Public Safety Compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Licensing Authority 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.

(a) The Hirer acknowledges that they have received instruction in the following matters:

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
- The location and use of fire equipment. (Diagram of location inside main entrance hall.)
- 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.

(b) In advance of an entertainment or play 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.
- That any fire doors are not wedged open.
- That exit signs are illuminated.
- That there are no obvious fire hazards on the premises.

6. Means of Escape

- (a) All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.
- (b) The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure-switching device).

7. Outbreaks of Fire

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the secretary of the management committee.

8. 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.

9. 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.

10. Indemnity

The Hirer shall indemnify and keep indemnified each member of the Westcott Reading Room management committee and the Westcott Reading Room'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.

The Hirer should take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees are covered.

The Westcott Reading Room is insured against any claims arising out of its **own** negligence.

11. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to a member of the Westcott Reading Room management committee **as soon as** possible and complete the relevant section in the Westcott Reading Room's accident book. Any failure of equipment belonging to the Westcott Reading Room 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 Secretary will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

Broken items of crockery will be charged at £1 per item.

12. Explosives and Flammable Substances

The hirer shall ensure that:

Highly flammable substances are not brought into, or used in any part of the premises.

13. 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.

14. 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. 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.

15. 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 Westcott Reading Room. No animals whatsoever are to enter the kitchen at any time.

16. Compliance with The Children Act 1989

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 the Westcott Reading Room committee with a copy of their Child Protection Policy on request.

17. 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 Westcott Reading Room'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.

18. 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. Further detail can be found in The Westcott Reading Room Information Sheet 34.

19. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the Westcott Reading Room 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 Westcott Reading Room. The Westcott Reading Room 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 Westcott Reading Room management committee reasonably considering that
 - such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or
 - 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.

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

20. 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 Westcott Reading Room shall be at liberty to make an additional charge.

21. 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, 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.

22. Stored Equipment

The Westcott Reading Room 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 Westcott Reading Room may, in its discretion in any of the following circumstances, namely-

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

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.

23. 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 Hall Secretary. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Westcott Reading Room remain in the premises at the end of the hiring. It will become the property of the Westcott Reading Room 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.

24. No Rights

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

Special Conditions of Hire

These Special Conditions of Hire include provisions required to comply with the Premises Licence issued under the Licensing Act 2003.

These conditions apply to all events at which **regulated entertainment** or the **sale of alcohol** takes place. (Any activity listed in clause 2 of the Hire Agreement.)

1. Hours of Opening

The premises shall not be used for licensable activities except between the hours of:

08:00 and **23:00**

unless special permission has been issued by Mole Valley District Council.

2. Capacity and Supervision

(a) There shall, in addition to the Hirer, be a minimum of **2 competent attendants** on duty on the premises to assist people entering and leaving, none of whom shall be less than 18 years of age. If most of the audience is under 16, the number of attendants shall be not less than **1 for every 10 participants**. All persons on duty shall have been instructed as to their essential responsibilities in the event of fire or other emergencies, including attention to disabled persons, the location and use of the fire fighting equipment available, how to call the Fire Brigade and evacuation procedure.

(b) The number of people on the premises shall not exceed **120**.

3. 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 of the Premises Licence and/or the Operating Schedule relating to management and supervision of the premises are met.

4. Dangerous and unsuitable Performances

Performances involving danger to the public, or of a sexually explicit nature, shall not be given.

5. Film Shows

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification.

Please telephone **07790 216 596** or **07831 805 275** in case of difficulty.

Guests are expected to vacate the premises within fifteen minutes of the end of a licensed period. After midnight (unless the event is New Year's Eve) only those helping to clear up the Westcott Reading Room should be on the premises. Failure to comply with this will result in forfeiture of your deposit.

Safety

The Westcott Reading Room has a No Smoking Policy.

In the event of a fire, the Westcott Reading Room should be evacuated in an orderly manner using the appropriate exits, and the Fire Brigade called by dialling 999.

Fire exits and fire extinguishers must be noted before the Westcott Reading Room is occupied and the manner of opening Fire Doors should be made known to your guests. (A sketch plan showing these is shown on the following page).

Please use the trolley provided for moving chairs and tables in order to avoid injury. Please stack chairs and tables in the storeroom in the manner shown on the notice.

The Westcott Reading Room's health and safety Report book is kept in the kitchen.

A first aid box is located in the kitchen (see attached plan).

Power Circuits/Heating

The heating controls are located on east and west walls. Control is by the thermostats **ONLY**. Please let the booking secretary know if you need the Westcott Reading Room to be particularly warm or cold. Please ensure the thermostats are turned down before departure, unless otherwise instructed.

Hall Telephone

The Westcott Reading Room has no telephone so you are advised to bring a fully charged mobile telephone for use in case of emergency.

Car Parking

The lane, Institute Road, leading to the Westcott Reading Room is a private road and this must not be obstructed. The Westcott Reading Room car park will accommodate a good number of cars if they are parked sensibly.

Consideration for Others

Please ask your guests to leave quietly at the close of your event. Car doors banging and loud talk in the car park are disturbing to local residents.

Please do not use drawing pins or sellotape on the walls or other surfaces, use blu-tack if you need to put up notices or decorations. Do not fix decorations near light fittings or heaters.

Please leave the Westcott Reading Room clean and tidy and leave waste in the bins outside or take it home. In particular we ask you to ensure table tops are wiped clean before being stacked in the cupboard.

Faults/ Damage/ Comments

Please report any faults or damage to the booking secretary as soon as possible so that they can be rectified quickly. The Management Committee welcome comments or observations that you may have about your hire of the Westcott Reading Room.

Client Information

Opening and Closing the Westcott Reading Room

The Westcott Reading Room keys will be in the lock box located at shoulder height on the flat green pillar to the left of the front door. The keys must be returned there after locking up. The instructions and code for the lock box will be issued by email within 24 hours of the hiring.

Please ensure that any outside caterers, contractors and bar staff are aware of the hire period and that they will not be able to enter before or leave after the hire period.

