

## The Sutton Hall Hire Agreement

**The Sutton Hall, Church Road, Stockcross, Newbury, Berkshire RG20 8LN**

This hall hire agreement is prepared in accordance with ACRE (Action with Communities in Rural England) standard hire agreements

**Booking Secretary:** Jay Chandler, Caretakers Cottage, The Sutton Hall, Stockcross Tel: 01488 608769

### Booking Conditions

1. In order to hire The Sutton Hall or areas thereof the HIRER will be required to complete booking form together with the payment of any deposits due.
2. The Management Committee strongly suggests that the Hirer should read the Standard Conditions of Hire and the Special conditions, where applicable, in full.
3. For residents of the Parish of Stockcross a deposit will not be required unless specifically requested by the management Committee.
4. For non-residents of the parish of Stockcross, a returnable deposit of £50, or £150 where the event will include the consumption of alcohol, will be payable plus the hire fee (the hourly rate multiplied by the number of hours).
5. £50 of the deposit is payable when making the booking, the remainder is due six (6) weeks before the event.
6. In all cases (i.e. both residents and non-residents of the Parish) a cancellation fee of 20% of the hire fee will be charged for cancellations within 30 days of the event and 50% for a cancellation within 7 days of the event.
7. Please Make Cheques Payable to The Sutton Hall.

### The Sutton Hall Hire Agreement Special Conditions of Hire

These Special Conditions of Hire include provisions required to comply with the Premises License issued under the Licensing Act 2003. These conditions apply to all events at which regulated entertainment or the sale of alcohol takes place.

#### **1. Hours of Opening & Specific Exclusions**

- The premises shall not be used for licensable activities except between the hours of 8.00 and 24.00 unless special permission has been issued by West Berkshire District Council and by The Management Committee.
- The hall will not be hired out to any commercial organizations that wish to use it to hold disco's or dance functions of any kind
- The hall will not be hired out for birthday parties or similar events to persons between the ages of 18 -24 unless they reside within the village of Stockcross

#### **2. Capacity and Supervision.** The number of people on the premises shall not exceed 120 for dancing, or 100 seated.

#### **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.

### **The Sutton Hall Hire Agreement Standard Conditions of Hire**

These standard conditions apply to all hiring of The Sutton Hall. If the Hirer is in any doubt as to the meaning of the following, the Hall Booking Clerk 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 & emergency exits. As directed by the Hall Management Committee, 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 consumption 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 Sutton Hall the Hirer should ensure that they hold the relevant licence or The Sutton Hall holds it.

#### **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.
  - 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 there are no obvious fire hazards on the premises.

#### **6. Means of Escape**

All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.

#### **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 Caretaker.

#### **8. Health and Hygiene**

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.

#### **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.

#### **10. Accidents and Dangerous Occurrences**

The Hirer must report all accidents involving injury to the public to the Caretaker as soon as possible and complete the relevant section in The Sutton Hall's accident book. Any failure of equipment belonging to the Sutton Hall 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 Management Committee will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

#### **11. Indemnity**

- (a) The Hirer shall indemnify and keep indemnified each member of The Sutton Hall Management Committee and The Sutton Hall'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.
- (b) The Hirer shall take out adequate insurance to insure the Hirer and members of the Hirer's organization and invitees against the Hirer's liability under paragraph 11(a) and all claims arising as a result of the hire and on demand shall produce the policy and current receipt or other evidence of cover to the Hall Secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the Hall Management Committee to rehire the premises to another hirer. The Sutton Hall is insured against any claims arising out of its **own** negligence.

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

#### **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 Sutton Hall Management Committee. 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 Sutton Hall 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 Sutton Hall'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 organizer's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

#### **19. Cancellation**

If the Hirer wishes to cancel the booking before the date of the event and The Sutton Hall 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 Management Committee.

The Sutton Hall 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 Sutton Hall Management 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.

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

#### **20. 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.

#### **21. Stored Equipment**

The Sutton Hall 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.

#### **22. 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 Caretaker or Hall Management Committee. Any alteration, fixture or fitting or attachment so approved shall at the discretion of The Sutton Hall remain in the premises at the end of the hiring. It will become the property of The Sutton Hall 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.

**23. No Rights**

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

**24. 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 Sutton Hall shall be at liberty to make an additional charge.