

SUTTON HALL HIRE AGREEMENT

Hirer:

Please ensure you have read and understood this Agreement. You will be entering into a contract that could be used in evidence should legal action become necessary. This Hall Hire Agreement is prepared in accordance with ACRE (Action with Communities in Rural England) standard Hire Agreements and now also incorporates ACRE's Special Conditions of Hire in relation to the Covid-19 pandemic. All additions are shown in red.

1. PARTIES

1.1 **The Sutton Hall Management Committee** represented by The Caretaker, Caretaker's Cottage, The Sutton Hall, Stockcross, Newbury, Berkshire RG20 8LN, Tel: 01488 608769

1.2 **The Hirer:**

(a) Name:

(b) Organisation:

(c) Organisation's Authorised Representative, Address, Telephone Numbers & Email:

2. DATES REQUIRED

Date required: From (date):

To (date):

Time required (Hours):

From (time):

To (time):

Repeating booking (Y/N):

If yes give details:

3. HIRE FEE

Hire Fee £

Specify hire fee frequency (e.g. one off, weekly cost, monthly cost etc.):

Deposit £

4. TERMS OF AGREEMENT

Throughout this Agreement:

- 4.1 the Sutton Hall named in clause 1.1 is referred to as “we”; “our” and is to be construed accordingly and “we” and “us” mean and include the Sutton Hall’s charity trustees, employees, volunteers, agents and invitees
- 4.2 the person or organisation named in clause 1.2 is referred to as “you”; and “your” is to be construed accordingly; “you” also includes the members of your Management Committee (if appropriate), your employees, clients, class attendees, volunteers, agents and invitees
- 4.3 in this document “premises” means the large hall, the small hall, the rear garden, the car park, the front of hall (stage) area and all other buildings, grounds and property within the boundary of the Sutton Hall
- 4.4 where you must seek our consent, tell us about something or give us something, you must speak to and seek consent from the Hall Caretaker.

5. SUTTON HALL INFORMATION

- 5.1 Registered Charity No; 1071688
- 5.2 Authorised Representative: The Caretaker
Address: Caretakers Cottage, The Sutton Hall, Stockcross, Newbury, Berkshire RG20 8LN,
Telephone Number: 01488 608769, mobile: 07799 875734; Email: suttonhall642@btinternet.com
- 5.3 The Hall has a licence:
 - with the Performing Right Society (PRS) for the performance of copyright music
 - from Phonographic Performance Licence (PPL)
- 5.4 We have a Premises Licence authorising regulated entertainment only. You hereby acknowledge receipt of a copy of the conditions of the Premises Licence and/or Operating Schedule for the premises, in accordance with which the hiring must be undertaken, and agree to apply with all obligations therein
 - (i) You agree that if regulated entertainment, not covered by our Premises Licence, is to be held you must obtain our consent to give notice of a Temporary Event Notice (TEN) to the licensing authority. We will advise if a TEN is not needed
 - (ii) You agree to give us notice of your intention to provide alcohol at the event and to give notice of a TEN to the licensing authority

If you fail to comply with (i) or (ii) above, we will cancel the hiring without compensation. This is because there is a limit on the number of TENs that can be granted annually for any premises. Lack of co-operation could affect future fundraising by us and by local voluntary organisations.

6. DETAILS OF HIRER REQUIREMENTS

6.1 Premises

Whole Sutton Hall:

Yes – To make the Hall Covid-19 secure it is now only allowed to be hired as a single entity giving users a difference entrance and exit

Storage of equipment: Not applicable, the Hall has no facilities for storage

6.2 Purpose/description of hiring:

Purpose of hire:

- | | |
|---|---|
| Will tickets be sold for your event? | Yes / No |
| Is food to be available at the event? | Yes / No |
| Is alcohol to be available at the event? | Yes / No |
| Will there be a film shown? | Yes / No |
| Will live music be performed or recorded music played | Yes/ No to comply with Covid 19 conditions of hire. |

7. SPECIFIC CONDITIONS OF HIRE

- 7.1 Sutton Hall has put in place a number of processes and procedures to make the Hall a safe environment for its hirers and users. A full Risk Assessment has been carried out and attached as PD4, which you the Hirer are expected to comply with. As part of the conditions of hire, the Hirer undertakes a shared responsibility and must complete the Hirer’s Risk Assessment Form (PD5) prior to booking. This must be submitted for approval when returning the signed Agreement
- 7.2 You must keep a record of all attendees at each event and their contact details in order to facilitate the NHS, Track & Trace system. A QR code is displayed near the entrance so that people can register themselves as at the hall on the NHS track and trace. This does not exclude any organiser keeping records of people who are attending.
- 7.3 You agree to pay as a deposit at the time you sign this Agreement. For non-residents of the parish of Stockcross the deposit is £50, or £150 where the event will include the consumption of alcohol. The remainder of the hire fee is due six (6) weeks before the event. For residents of Stockcross no deposit is required. Cheques for hire of the Hall should be payable to “The Sutton Hall”
- 7.4 We will refund the deposit if a hire is cancelled more than 28 days from the hire start date. If a hire is cancelled less than 28 days before the planned start date the deposit will not be refunded and in addition a cancellation fee of 20% of the hire fee will be charged. If the cancellations is less than 8 days before the hire start date the cancellation fee will be the deposit plus 50% of the hire fee. Also, in relation to Covid-19, see clause OC4(i)(a) below and PD3 clause SC12.
- 7.5 You agree not to exceed the maximum permitted number of people per room including the organisers/ performers. These amended numbers are to comply with Covid-19 conditions of hire as follows:
 - Large and Small Hall combined: 30 people
 You agree that the number of people on the premises shall not exceed this number
- 7.6 You agree with us to be present (or your authorised representative, if appropriate) during the hiring and to comply fully with this Agreement

- 7.7 None of the provisions of this Agreement are 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
- 7.8 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
- 7.9 The Hall will not be hired out to any commercial organisations that wish to use it to hold discos. Discos for private functions are permitted. 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
- 7.10 Sutton Hall has no telephone so you are required to bring a fully charged mobile phone with you for use in case of emergencies
- 7.11 Hirers must vacate the premises within 15 minutes after the end of a hiring period. **To facilitate sanitising during the current pandemic, this has been extended free of charge to 30 minutes either side of your hiring period. See PD3 clause SC3**
- 7.12 The provided trolleys should be used to move tables and chairs and chairs should not be stacked more than 5 high. The Hirer agrees not to make any claims for injury as a result of using or moving any Hall equipment.

OTHER CONDITIONS (“OC”) OF HIRE

If you are in any doubt as to the meaning of any of the Conditions, you must seek clarification from us.

OC1 Age

You, not being a person under 18 years of age, hereby accept responsibility for being in charge of and on the premises at all times when the public is present and for ensuring that all Conditions under this Agreement relating to management and supervision of the premises are met.

OC2 Supervision

During the period of the hiring, you are responsible for:

- (i) **adhering to the Special Conditions of Hire outlined in PD3 relating to Covid-19**
- (ii) supervision of the premises, the fabric and the contents
- (iii) care of the premises, safety from damage however slight or change of any sort
- (iv) 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
- (v) proper supervision of car parking arrangements so as to avoid obstruction of the highway and emergency exits.

As directed by us, you must 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.

OC3 Use of premises

You must not use the premises (including the car park) for any purpose other than that described in the Agreement and must 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 on to the premises anything which might endanger anyone or anything inside the premises or render invalid any insurance policies covering the premises nor allow the consumption of alcohol without our written permission.

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

The Hirer must ensure the car park is used sensibly. Disabled parking bays are at the front of the Hall.

The Hirer agrees that anything brought into the premises is safe and in good working order. The Hirer agrees to be entirely responsible for any costs or liabilities resulting from accidents or legal claims or costs resulting from defects in anything they bring into the premises.

You must complete and sign the Sanitising Record (PD8) for each of your events. This is found on the Noticeboard inside the Hall. Failure to do this could result in refusal of any further bookings.

Report any faults or damage to the caretaker during or after your hire.

OC4 Insurance and indemnity

- (i) You are liable and responsible for:
 - (a) **all claims, losses, damages and incidental costs incurred by you if your hire of the Hall has to be cancelled urgently due to a reported Covid-19 incident or to comply generally with current**

Government rules and regulations. In this event, your hiring fee will be returned to you. See PD3 clause SC12

- (b) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including its curtilage or its contents
 - (c) the cost of repair of any damage (including accidental and malicious damage) done to our WiFi service
 - (d) all claims, losses, damages and costs made against or incurred by us, our employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of your use of the premises (including the storage of equipment) and your use of our WiFi service
 - (e) all claims, losses, damages and costs made against or incurred by us as a result of any nuisance caused to a third party as a result of your use of the premises and/or the use of our WiFi service, and subject to sub-clause (ii), you must indemnify us against such liabilities
 - (f) the safety of any attendees during your event and for informing the respective authorities of a suspected Covid-19 outbreak
- (ii) We will take out adequate insurance to insure the liabilities described in sub-clauses (i)(b) and (c) above and may, in our discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (i)(d) and (e) above. We will claim on our insurance for any liability you incur but you must indemnify us against:
- (a) any insurance excess incurred and
 - (b) the difference between the amount of the liability and the monies we receive under the insurance policy
 - (c) personal liability of any member of the Sutton Hall Management Committee
- (iii) Where we do not insure the liabilities described in sub-clauses (i)(d) and (e) above, you must take out adequate insurance to insure such liability and on demand must produce the policy and current receipt or other evidence of cover to our Hall Treasurer. If you fail to produce such policy and evidence of cover, we will cancel this Agreement and re-hire the premises to another hirer.

We are insured against any claims arising out of our own negligence.

OC5 Gaming, Betting and Lotteries

You must ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

OC6 Music

You must have our written permission for performance of live music and the playing of recorded music under the Deregulation Act 2015. This Agreement confers that permission but must be in compliance with current Government Covid-19 regulations and guidelines at all times.

OC7 Film

You must restrict children from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. You must ensure that you have the

appropriate copyright licences for film. This Agreement confers the required permission on you. (The Deregulation Act 2015 requires you to have our written permission to show a film).

OC8 Safeguarding Children, Young People and Vulnerable Adults

You must ensure that any activities for children, young people and other vulnerable adults are only provided by fit and proper persons in accordance with the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, you must provide us with a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS). **Also in relation to Covid-19 see PD3 clause SC7.**

OC9 Public Safety Compliance

Any emergency situation overrides all instructions given to comply with Covid-19 and evacuation of the premises should be carried out as instructed below.

You must comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and our 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. You must also comply with our health and safety policy.

You must call the Fire Service to any outbreak of fire, however slight, and give details to The Caretaker.

- (i) You acknowledge that you have received instruction in the following matters:
 - (a) your action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the Hall
 - (b) the location and use of fire equipment
 - (c) escape routes and the need to keep them clear
 - (d) method of operation of escape door fastenings
 - (e) appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire
 - (f) location of the first aid box

- (ii) In advance of any activity you must check the following items:
 - (a) that all fire exits are unlocked, free of obstruction, panic bolts are in good working order and firefighting equipment is visible
 - (b) that all escape routes can be safely used for instant free public exit
 - (c) that any fire doors are not wedged open
 - (d) that exit signs are clear
 - (e) that there are no fire-hazards on the premises, including but not limited to decorations that could block emergency exits or catch fire if erected too close to heaters
 - (f) that you will brief all attendees to your event of fire procedures and location of exits
 - (g) that you have read the "Information Sheet" provided to all Hall hirers.

OC10 Noise

You must ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. You must ensure no noise is audible outside the premises before 8am and after 10pm unless specific approval is given in writing.

OC11 Drunk and Disorderly Behaviour and Supply of Illegal Drugs

You must ensure that in order to avoid disturbing neighbours of the Hall and avoid violent or criminal behaviour:

- (i) no-one attending the event under the age of 18 consumes any alcohol and that no one attending the event consumes excessive amounts of alcohol
- (ii) no illegal drugs are brought onto the premises

Drunk and disorderly behaviour is not permitted either on the premises or in its immediate vicinity. You must ensure any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way leave the premises.

OC12 Food, Health and Hygiene

You must, 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. **Regarding Covid-19 regulations, see PD3 clause SC11.**

OC13 Electrical Appliance Safety

You must ensure that any electrical appliances brought by you to the premises and used there are safe, in good working order, PAT tested and approved, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. **Regarding Covid-19 regulations, see PD3 clause SC14(b).**

OC14 Stored Equipment

We accept no responsibility for any equipment or other property brought onto or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property must be removed at the end of each hiring or we will charge fees each day or part of a day at the hire fee per hiring until the same is removed. **Regarding Covid-19 regulations, see PD3 clause SC14(b).**

We may, in our discretion, dispose of any items referred to below by sale or otherwise on such terms and conditions as we think fit, and charge you any costs we incur in storing and selling or otherwise disposing of the same, in any of the following circumstances:

- (i) your failure either to pay any charges in respect of stored equipment due and payable or to remove the same within seven days after the agreed storage period has ended
- (ii) your failure to dispose of any property brought on to the premises for the purposes of the hiring.

OC15 Smoking

You must comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. You must ensure that any person who breaches this provision leaves the premises. You must ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

OC16 Accidents and Dangerous Occurrences

You must report to us as soon as possible any failure of our equipment or equipment brought in by you. You must report all accidents involving injury to the public or near accidents to us as soon as possible and complete the relevant section in our accident book. You must report certain types of accident or injury on a special form to the Incident Contact Centre. Our Caretaker will give assistance in completing this form and can provide contact details of the Incident Contact Centre. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

OC17 Explosives and flammable substances

You must ensure that:

- (i) flammable substances are not brought into, or used in any part of the premises
- (ii) no internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are erected without our written consent.

OC18 Heating

You must ensure that no heating appliances are brought onto the premises. The ceiling electric heaters can be switched on as required but must be switched off at the end of the hire.

OC19 Animals

You must ensure that no animals except Guide dogs, Hearing dogs and registered assistance dogs are allowed on the premises unless you have our prior written permission.

OC20 Fly posting

You must not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and must indemnify and keep indemnified us accordingly against all actions, claims and proceedings arising from any breach of this Condition. If you fail to observe this Condition you may be prosecuted by the local authority.

OC21 Sale of goods

You must, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, you must ensure that the total prices of all goods and services are prominently displayed, as must be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

OC22 WiFi Services

When using the WiFi service you agree at all times to be bound by the following provisions:

- (i) not to use the WiFi service for any for the following purposes:
 - (a) disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws
 - (b) transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice
 - (c) interfering with any other persons use or enjoyment of the WiFi service, or

- (d) making, transmitting or storing electronic copies of material protected by copyright without permission of the owner
- (ii) to keep any username, password, or any other information which forms part of the WiFi service security procedure confidential and not to disclose it to any third party.

OC23 Termination of the WiFi service

We have the right to suspend or terminate our Wi-Fi service immediately in the event that there is any breach of any of the provisions of these Standard Conditions including without limitation:

- (i) if you use any equipment which is defective or illegal
- (ii) if you cause any technical or other problems to our WiFi service
- (iii) if, in our opinion, you are involved in fraudulent or unauthorised use of our WiFi service
- (iv) if you resell access to our WiFi service, or
- (v) if you use our WiFi service in contravention of the terms of these Standard Conditions.

OC24 Availability of WiFi Services

- (i) Although we aim to offer the best WiFi service possible, we make no promise that the WiFi service will meet your requirements. We cannot guarantee that our WiFi service will be fault-free or accessible at all times
- (ii) It is your responsibility to ensure that any WiFi enabled device used by you is compatible with our WiFi service and is switched on. The availability and performance of our WiFi service is subject to all memory, storage and any other limitations in your device. Our WiFi service is only available to your device when it is within the operating range of the Large Hall
- (iii) We are not responsible for data, messages, or pages that you may lose or that become misdirected because of the interruptions or performance issues with our WiFi service or wireless communications networks generally. We may impose usage, or service limits, suspend service, or block certain kinds of usage in our sole discretion, to protect other users of our WiFi service. Network speed is no indication of the speed at which your WiFi enabled device or our WiFi service sends or receives data. Actual network speed will vary based on configuration, compression and network congestion.

OC25 Privacy and Data Protection

- (i) We may collect and store personal data through your use of our WiFi service
- (ii) We may process all information about you which is provided in relation to our WiFi service in accordance with your legal rights under the Data Protection 1998 and solely for the purposes of offering the WiFi service.

OC26 Cancellation

We reserve the right to cancel this Agreement by giving you written notice in the event of:

- (i) **a suspected Covid-19 outbreak or a change in Government regulations and guidelines. See PD3 clause SC12**

- (ii) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election
- (iii) our reasonably considering that (a) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (b) unlawful or unsuitable activities will take place at the premises as a result of this hiring
- (iv) the premises becoming unfit for your intended use
- (v) 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 or use by Stockcross School in the event of an emergency at the school
- (vi) village halls are used via strict trusts which require the Management Committee to ensure that the village hall is administered in accordance with those trusts. Accordingly we are bound to preserve and hereby reserve the right to terminate this Agreement by not less than seven days' notice in writing to you in the event of the Sutton Hall being required on the same date/time for the fulfilment of its charitable purposes

In the event of such termination by us, we will refund to you all monies paid by you to us. We will not, however, be liable to make any further payment to you in respect of expenses, costs or losses incurred directly or indirectly by you in relation to any such termination.

In any such case you will be entitled to a refund of any deposit and hiring fees already paid, but we will not be liable to you for any resulting direct or indirect loss or damages whatsoever.

OC27 End of hire

You are responsible for leaving the premises and surrounding area in a clean, tidy and sanitised condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise we may make an additional charge. For Covid-19 compliance, see PD3 clause SC3 and ensure that you have completed the Sanitising Record (PD8).

OC28 No alterations

You must not make any alterations or additions to the premises nor install or attach any fixtures or placards, decorations or other articles in any way to any part of the premises without our prior written approval. At our discretion, any alteration, fixture or fitting or attachment which we have approved may remain in the premises at the end of the hiring. Such items will become our property unless you remove them and you must make good to our satisfaction any damage you cause to the premises by such removal.

OC29 No rights

This Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on you.

Agreement Signatures

Signed by the person named at 1.1, duly authorised and on behalf of the Sutton Hall:

..... Date

This Agreement is agreed to in full and is hereby signed by the person named at 1.2, duly authorised, on behalf of the organisation named at 1.2 (b) above, where applicable:

..... Date.....