

Hiring Agreement for The Jubilee Institute, Rothbury

DATED

PARTIES

(1) The Jubilee Institute named in clause 1.2 acting by its management committee ("the management committee").

(2) The person or organisation named in clause 1.3 ("Hirer").

AGREED as follows:

1. In consideration of the hire fee described in clause 1.4, The Jubilee Institute agrees to permit the Hirer to use the premises described in clause 1.5 for the purpose described in clause 1.6 for the period(s) described in clause 1.1. The details inserted in sub-clauses 1.1 to 1.6 below and the answers to the questions in sub-clauses 1.7 and clause 2 are terms of this agreement. This Hiring Agreement includes the annexed Standard Conditions of Hire and the Special Conditions of Hire (if any) set out in the attached Schedule.

1.1 Dates(s) required:

Day(s) Month

Times required From To

Preparation time required, if premises are not otherwise in use

1.2 The Jubilee Institute

(a) Registered Charity No

(b) Authorised Representative

Address

Telephone Number

1.3 Hirer:

(a) Name

(b) Organisation

(c) Name of Organisation's
Authorised Representative

Address

Contact Telephone Number

Email address

Is this hiring for Commercial use?

1.4 Hire Fee

Booking Deposit

The Hirer shall pay the booking deposit on the signing of this agreement. The balance of the hire fee is payable on receipt of an invoice after the event.

Balance

Special deposit

The special deposit (if shown) is also payable on the signing of this agreement. It will be offset against any balance due from the hirer or refunded within 28 days of the end of hire period, provided that no damage or loss has been caused to the premises and/or contents nor complaints made to the Jubilee Institute about noise or other disturbance during the period of the hiring as a result of the hiring.

Balance

The balance is payable on receipt of an invoice after the event.

1.5 Premises

Rooms to be hired

Armstrong Hall	YES / NO
Simonside Room	YES / NO
Cheviot Room/Dovecote	YES / NO
Other	YES / NO

1.6 Purpose/description of hiring

This event will be (please delete one)

2. Licensable activities and conditions.

The Jubilee Institute has a Premises Licence authorising the following regulated entertainment and licensable activities at the times indicated. Please confirm which licensable activities will take place at your event:

Licensable Activity	Are the premises licensed for this ?	Times for which the activity is licensed (if applicable)	Please indicate if any activity is planned at your event
a. The performance of plays	YES	Mon 10.00 – 23.00 Tues 10.00 – 23.00 Wed 10.00 – 23.00 Thur 10.00 – 23.45 Fri 10.00 – 00.30 Sat 10.00 – 23.45 Sun 10.00 – 22.30 Except on Christmas Day and Good Friday when no licensable activities can take place	
b. The exhibition of films	YES		
c. Indoor sporting events	NO		
d. Boxing or wrestling entertainment	NO		
e. The performance of live music	YES		
f. The playing of recorded music	YES		
g. The performance of dance	YES		
h. Entertainments similar to those in a – g	YES		
i. Making music	YES		
j. Dancing	YES		
k. Entertainment similar to those in i – j	YES		
l. The provision of hot food/drink after 11pm	NO		
m. The sale of alcohol	YES		

2.1 Have you indicated at 2 (m) that alcohol will be available at your event? YES / NO

If you answer yes to the above question, or wish to have a licensable activity which is not covered by the Jubilee Institute's Premises Licence, you will need to seek written authorisation from the management committee in order for a bar to be permitted or for a Temporary Event Notice to be given for the event. You will be required to complete a separate form detailing your requirements.

2.2 The hirer agrees not to exceed the following maximum permitted number of people per room, including all organisers and performers.

Armstrong Hall	249
Simonside Room	75
Cheviot Room, Dovecote Room	60

2.3 Where a licensable activity will take place, the Hirer shall ensure that :

- a) All windows in the premises remain closed at all times to prevent noise emanating and causing public nuisance.
- b) All lobby doors at the premises shall be kept closed, except for access and egress, and that responsible adults shall supervise them at all times to ensure they are maintained closed as far as possible.
- c) Access to and from the premises is only permitted by way of the main entrance on Bridge Street. All other entrance and exit doors shall be kept closed throughout the hire period except when required for disabled access.
- d) Sound amplification equipment (of any sort) is **only** used in The Armstrong Hall and any such equipment **must** be connected to the noise limitation system and that system must not be interfered with.
- e) All conditions in Clause 20 of the Standard Conditions relating to the showing of films are complied with.

2.4 The Jubilee Institute has a licence with the Performing Right Society for the performance of copyright music.

3. The Hirer agrees with The Jubilee Institute to be present (by its authorised representative, if appropriate) during the hiring and to comply fully with this Hire Agreement.

4. It is hereby agreed that the Standard Conditions of Hire which (please delete one) are attached/ have been emailed to the address given in clause 1.3, together with any additional conditions that the management committee deem necessary, shall form part of the terms of this Hiring Agreement unless specifically excluded by agreement in writing between The Jubilee Institute and the Hirer.

5. 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.

As Witness the hands of the parties hereto:

Signed by the person named at 1.2(b) above, duly authorised, on behalf of The Jubilee Institute's Management Committee

Signed by the person named at 1.3(a) above or at 1.3(c) above, duly authorised, on behalf of the organisation named at 1.3(b) above, where applicable

The Jubilee Institute, Rothbury - Standard conditions of hire.

These standard conditions apply to all hiring of The Jubilee Institute. If the Hirer is in any doubt as to the meaning of the following, the Secretary of the management committee should immediately be consulted. Access must be allowed to members of the management committee at any time during the hire period to check that the conditions of hire are being adhered to.

1. 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.

2. 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 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.

3. 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.

4. 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.

5. Licensable activities

The Hirer shall ensure that The Jubilee Institute holds a Performing Society Right Licence which permits the use of copyright music in any form, e.g. record, compact disc, tapes, radio, television or by performers in person. If other licences are required in respect of any activity in the premises the Hirer should ensure that they hold the relevant licence or The Jubilee Institute holds it.

6. 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, The Jubilee Institute's Fire Risk Assessment or otherwise, and 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 shall familiarise themselves with (where necessary by use of the notices and plans on display in the premises):

- The action to be taken in event of fire.
- The location and use of fire equipment.
- Escape routes and the method of operation of escape door fastenings.

(b) In advance of a public event 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.

(c) At the start of the event The Hirer shall make an announcement to ensure that everyone present is aware of the location of fire exits and is informed that the emergency lighting will come on automatically.

7. Means of escape

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

8. 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.

9. 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 not provided with a refrigerator and thermometer.

10. 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.

11. Insurance and indemnity

(a) The Hirer 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 management committee, 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 management committee, 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 management committee, employees, volunteers, agents and invitees against such liabilities.

(b) The Jubilee Institute shall take out adequate insurance to insure the liabilities described in sub-clauses (a)(i) above. The Jubilee Institute may, at its discretion, claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of the management committee and their employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and any monies received under the insurance policy.

(c) The Jubilee Institute 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 management committee. Failure to produce such policy and evidence of cover will render the hiring void and enable the hall secretary to rehire the premises to another hirer.

(d) The Jubilee Institute is insured against any claims arising out of its own negligence.

12. Accidents and dangerous occurrences

The Hirer must report all accidents involving injury to the public to a member of the management committee **as soon as** possible and complete the relevant section in the Jubilee Institute's accident book. Any failure of equipment belonging to the village hall or brought in by the Hirer must also be reported **as soon as possible**.

13. 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.

14. 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.

15. Serving alcohol to minors, drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall ensure that in order to avoid disturbing neighbours to the premises 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 nor 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.

16. Animals

The Hirer shall ensure that no animals (including birds) except registered assistance dogs are brought into the premises, other than for a special event agreed to by the management committee. No animals whatsoever are to enter the kitchen at any time.

17. 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 and, from 2010, comply with ISA requirements 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 management committee with a copy of their CRB checks and Child Protection Policy on request.

18. 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 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.

19. 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.

20. Film shows

Only films that have been classified by the British Board of Film Classification (BBFC) or by any other body designated under Section 4 of the Video Recordings Act 1984 may be shown on the premises. The Hirer is responsible for ensuring that persons under the age of 18 are prevented, as required by the BBFC classification, from viewing age-restricted films. In addition a prominent notice must be conspicuously displayed at the entrance to the premises or the room in which an age-restricted film is to be shown reading: PERSONS UNDER THE AGE OF (insert as appropriate) CANNOT BE ADMITTED TO ANY PART OF THE PROGRAMME. Hirers should ensure that they have the appropriate copyright licences for film.

21. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and The Jubilee Institute 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 Jubilee Institute. The Jubilee Institute 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 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 Jubilee Institute shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

22. 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 Jubilee Institute shall be at liberty to make an additional charge.

23. 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. Sound amplification equipment of any sort may only be used in The Angus Armstrong Hall and must not be used unless it is connected to the noise limitation system and that system must not be interfered with.

24. Stored equipment

The Jubilee Institute 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 Jubilee Institute 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 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.

25. 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 management committee. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the management committee shall remain in the premises at the end of the hiring. It will become the property of The Jubilee Institute unless removed by the hirer who must make good damage, if any, caused to the premises by such removal to the satisfaction of the management committee.

26. No rights

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

27. Dangerous and unsuitable performances

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

28. 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.