

## **CARLETON COMMUNITY ASSOCIATION**

### **STANDARD CONDITIONS OF HIRE OF THE MEMORIAL HALL**

1. All hire fees, storage charges and deposits must be paid at the time stipulated in the Hiring Agreement. No hiring will be booked, and the Hirer will have no right to use the room and facilities until all payments have been made in full at the times stipulated.
2. If the Hirer wishes to cancel the booking and the Association is unable to conclude a replacement booking, the question of repayment of fees shall be at the discretion of the Association.
3. The Hirer shall, on making the booking, inform the booking Secretary of his/her requirements as to the provision of refreshments or of canteen facilities, and shall be responsible for providing the same and for any cost involved. Any food brought onto the premises can only be kept in the building for a maximum of 4 hours (Food Hygiene Regulations)
4. If the Hirer is permitted to store equipment between sessions, it must be stored in such place and in such manner as indicated by the Booking Secretary and only for as long as is permitted by the Association. No article that is dangerous or unsuitable may be stored.
5. The Association accepts no responsibility for any stored equipment or other property brought onto or left on 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 session otherwise fees will be charged for each day or part of a day at the hire fee per session until the items are removed. The Hirer shall indemnify and keep the association or its employees or agents and invitees indemnified against all claims in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including storage of equipment) by the Hirer.
6. The Association may dispose of items brought onto or stored on the premises, by sale or otherwise, and on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and disposing of such items, in any of the following circumstances:

In respect of stored equipment, failure by the Hirer either to pay any storage charges due and payable or to remove the equipment within 7 days after the hiring;

In respect of any other property brought onto the premises for the purpose of the hiring, failure by the Hirer to remove the property within 7 days after the hiring.

7. The Hirer shall take out adequate insurance to cover the Hirer and members of the Hirer's organisation and invitees against all claims arising as a result of the hire and, on demand, shall produce the policy or other evidence of cover to the Booking Secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the Booking Secretary to re-let the premises to another hirer.

8. No literary, dramatic, musical, film or video work shall be performed or shown at the premises without obtaining all necessary copyright licences and theatre, film, video and public entertainment licences. No such work shall be performed or shown without the prior approval of the Booking Secretary, and no alteration to the work shall be made after such approval.
9. The Hirer:  
  
shall be responsible for obtaining any necessary approvals or licences (including any liquor licence) in connection with the hire, other than those already held by the Association,  
  
will comply with all conditions attaching to such approvals or licences, and  
  
will indemnify the Association against all losses, costs, damages and expenses resulting from any failure to obtain such approvals or licences or from any failure to comply with the same.  
  
All such licences shall be produced to the Booking Secretary before commencement of the hiring.
10. No alcohol shall be sold or supplied without the permission of the Committee (see rule 10)
11. The Hirer shall, during the hiring, be responsible for:  
  
supervision of the premises;  
  
protection of the fabric and contents;  
  
safety from damage however slight;  
  
the behaviour of all persons using the premises, whatever their capacity;  
  
ensuring that persons leaving the premises during or following the hiring shall do so in an orderly manner and in such a way as not to cause nuisance or annoyance to owners or occupiers of nearby premises; and  
  
the observance of all regulations appertaining to the premises stipulated by the Licensing Justices, the Fire Authority in accordance with Rule 6, the Local Authority or otherwise.  
  
As directed by the booking secretary, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents.
12. The Hirer shall not use the premises for any purpose other than that permitted under the Hiring Agreement and will not, without obtaining prior consent of the Booking Secretary, use or enter the premises at any times other than those permitted under the Hiring.
13. The Hirer shall not assign the benefit of the Hiring Agreement. The Hirer shall not share the use of the premises with any other person or organisation other

than a member or invitee of the Hirer permitted to use the premises under the Hiring.

14. The Association reserve the right to terminate forthwith any entertainment, activity or meeting permitted under the hire that is not properly conducted.
15. 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 approval of the Booking Secretary. Any alteration, fixture, fitting or attachment shall, at the discretion of the Booking Secretary,

EITHER: remain in the premises at the end of the Hiring and become the property of the Association;

OR: be removed by the Hirer who must make good to the satisfaction of the Booking Secretary any damage caused to the premises by such removal.

16. The Hiring may be determined by notice given by the Booking Secretary if:  
  
any fee, storage charge or deposit due under the Hiring Agreement is not paid on time;  
  
any of these conditions are not complied with by the Hirer; or  
  
in accordance with Rule 3 ( c ), in which case all fees (including any deposit) paid by the Hirer shall be refunded;  
  
but without prejudice to any claim by the Association against the Hirer for non-payment of fees or non-compliance with these conditions.
17. The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any local code of practice issued 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 organisers name and address, and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.
18. The Hiring Agreement constitutes permission only to use the premises, and confers no tenancy or other right of occupation on the Hirer.