Definitions

For the purposes of this agreement and the conditions of hire:

* HIRER: shall mean an individual hirer or, where the hirer is an organisation, the authorised representative. The Hirer must be over 18 years of age.
* Premises: means those parts of the Lytchett Matravers Youth Hall stated on the Booking form being those subject to this hire agreement
* Booking: means the contract between the Hirer, as detailed on the terms of the agreement and LMPC.
* LMPC: shall mean the Lytchett Matravers Parish Council who manage the Lytchett Matravers Youth Hall.
* If the Hirer has any questions about any of these conditions, they should contact the Parish Clerk or deputy, immediately.

Hiring agreement

The Hiring Agreement includes the Standard Conditions and Special Conditions set out below and all details inserted on the Lytchett Matravers Youth Hall Booking Form and Hiring Agreement (Booking Form) in consideration of the Hiring Fee detailed and for the period(s) described on the booking form.

Standard conditions of hire

# Age

The Hirer, not being a person under 18 years of age, hereby accepts responsibility for overseeing 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.

# Supervision

During the hiring period, the Hirer will be responsible for supervising the property, ensuring its upkeep and safety from any damage or changes, and monitoring the behaviour of all individuals using the space. Hirer shall make good or pay for all damage (including accidental damage) to the premises, the fixtures, fittings and/or contents or for loss of contents.

LMPC reserves the right to enter the premises at any time to verify that proper supervision is being exercised or for any other purpose.

# Use of Premises

The Hirer shall use the premises only for the purpose described in the hiring agreement. The Hirer shall not:

* Sub-let the premises.
* Use them for any unlawful purpose.
* Allow smoking on the Youth Hall premises.
* Allow the consumption of alcohol on the premises without written permission.
* Do anything, or bring onto the premises anything, which may endanger the hirer, their guests or visitors, or the premises, or render invalid any insurance policies in respect thereof.

# Insurance & Indemnity

1. The Hirer shall be liable for:
   * + - 1. 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
         2. all claims, losses, damages and costs made against or incurred by LMPC, 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
         3. all claims, losses, damages and costs made against or incurred by LMPC, 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 LMPC and the employees, volunteers, agents and invitees against such liabilities.

1. LMPC has adequate insurance to ensure the liabilities described in sub-clauses A.i above and may, in its discretion and, in the case of non-commercial hirers, insure the liabilities described in sub-clauses A.ii and A.iii, LMPC shall claim on its insurance for any liability of the Hirer hereunder, but the Hirer shall indemnify and keep indemnified each member of the Youth Hall and LMPC employees, volunteers, agents and invitees against (1) any insurance excess incurred and (2) the difference between the amount of the liability and the monies received under the insurance policy.
2. Where LMPC does not ensure 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 Parish Clerk. 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.
3. LMPC is insured against any claims arising out of its own negligence

# Sale or consumption of alcohol

The Hirer must complete a Youth Hall Alcohol and Bar Form as part of the hiring agreement if alcohol is to be sold, supplied or consumed. The Hirer shall be responsible for:

* Obtaining any licences or temporary event notice required for the sale or supply of alcohol [ see <https://www.gov.uk/guidance/alcohol-licensing>]
* Providing a copy of the relevant licence agreement.
* Detailing the measures that will be put in place to ensure the safe and lawful consumption of alcohol, including where alcohol is consumed on a ‘Bring our own’ basis.

# 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.

# Music Copyright Licensing

LMPC does not have a Performing Right Society (PRS) and a Phonographic Performance Licence (PPL) licence to play music in public. For public performances, the Hirer shall ensure that they organise a relevant license from the PPS and PPL where appropriate.

# Film

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for the film.

# Compliance with the Childcare Act 2006

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable Group Act 2006 and only fit and proper persons who have passed the appropriate Disclosure and Barring Service (DBS) checks should 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 Parish Clerk with a copy of their DBS check and Child Protection Policy on request.

# 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, and the Youth Hall 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. The Hirer shall also comply with the Youth Halls health and safety policy.

The Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to the Parish Clerk.

1. The Hirer acknowledges that they have received instruction in the following matters:

* The action to be taken in the event of a 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.
* Location of the first aid box.

1. In advance of any activity whether regulated entertainment or not 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 for instant free public exit.
* That any fire doors are not wedged open.
* That exit signs are illuminated.
* That there are no obvious fire hazards on the premises.

# Noise

The Hirer shall ensure that no loud or amplified music is played outside the hall building at any time and that noise levels are kept to a minimum on arrival and departure and at all times from 10:30 pm to ensure that neighbours are not disturbed and comply with any other licensing conditions of the premises.

# Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall take all measures to avoid violent or criminal behaviour and ensure:

* Care is taken to avoid excessive consumption of alcohol.
* No illegal drugs are brought onto the premises.
* Drunk and disorderly behaviour is not permitted, either on the premises or in its immediate vicinity.
* Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way will be asked to leave the premises in accordance with the Licensing Act 2003.

# 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 but not a thermometer. In addition, LMPC is keen for the premises to remain a nut-free area and would ask Hirers to respect this.

# Electrical Appliance Safety

The Hirer shall ensure that any electrical appliances that are brought to the premises for their use are safe and in good working order, and used safely by 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.

# Stored equipment

LMPC 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.

LMPC will notify the Hirer upon finding any such property. Fees will be charged in line with the published hiring fees, for each day, or part of a day, that property that remains on the premises. Failure to collect property when notified may result in LMPC disposing of any such items. LMPC may charge the Hirer for any costs incurred in storing, selling or otherwise disposing of their items.

# Smoking

The Hirer shall ensure that the provisions of the Health Act 2006 and regulations made thereunder regarding the age of smoking and prohibition of smoking in public places are observed. Any person who breaches this provision shall be asked to leave the premises. The Hirer shall ensure that anyone wishing to smoke or vape does so outside and disposes of cigarette ends, matches, disposable vapes, etc., in a tidy and responsible manner, so as not to cause a fire or litter.

# Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to a member LMPC as soon as possible. Any failure of equipment either belonging to the Youth Hall or brought in by the Hirer must be reported as soon as possible. Certain types of accidents or injuries must be recorded in the Accident Report book and reported to the Parish Clerk who will notify the designated LMYH Health & Safety officer.

The first aid box is located in the kitchen, and an Accident Report book is kept in the first aid box, along with a pen. All recorded accidents must be reported to the Parish Clerk as soon as possible. It is the duty of the management to inform the authorities where necessary.

The nearest defibrillator is based at The Chequers Pub, which is up on the left side of the High Street, just past the entrance to the Youth Hall cap park.

# Explosives and Flammable Substances

The Hirer shall ensure that:

* No highly inflammable substances, including fireworks, are brought into, or used in any part of the premises or grounds.
* No decorations are put up near the light fittings or heaters.
* No decorations of a combustible nature, including candles, are brought into the Youth Hall

# Heating

The Hirer shall ensure that NO unauthorized heating appliances are used on the premises. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

# Animals

The Hirer shall ensure that:

* no animals (including birds) are brought into the hall, except where a dog or other animal is a registered assistance animal.
* No animals whatsoever are to enter the kitchen at any time.
* Any special event involving animals would need to be specifically agreed upon by LMPC.

# Fly Posting

The Hirer shall not carry out or permit fly posting or any other form of unauthorized advertisements for any event taking place at the Youth Hall. They shall indemnify the LMPC 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.

# Sale of Goods

The Hirer shall, if selling goods on the premises, comply with the Sale of Goods Act 1979 and any code of practice used in connection with such sales.

# Cancellation by Hirer

If the Hirer needs to cancel their booking, the following fees will apply:

* Up to one month before the event date, LMPC will charge 25% of the fees due.
* Within one month of the event date, LMPC will charge 100% of the fees due.

However, in certain circumstances, LMPC may decide to repay any deposits or waive the fees, at their discretion.

# Cancellation by the LMPC or the Youth Hall committee

LMPC reserves the right to cancel any agreed hiring where:

* The Youth Hall is required for use as a Polling Station for a Parliamentary or Local Government election or by-election.
* LMPC considers 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.
* the premises have become unfit for the use intended by the Hirer.
* an emergency requiring the use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.
* Where clashes are discovered against prior bookings or regular community bookings such as the community café or youth club.
* An administrative error.

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

# End of Hire

**The Hirer is responsible for leaving the premises and surrounding area clean and tidy, and properly locked and secured as directed.** Any contents moved or temporarily removed, must be properly replaced. Failure to do so may result in additional charges. The Hirer must ensure the safekeeping of any keys provided and return them to the Parish Clark or nominated place.

# Refusal of Booking

LMPC reserves the right to refuse a booking without giving a reason.

# No alterations

The Hirer must obtain written approval from LMPC before making any changes to the premises, including installing fixtures or attaching decorations. If LMPC approves any alterations, fixtures, or fittings, the Hirer must remove them at the end of the hiring and restore the premises to their original state. If any alterations, fixtures, or fittings are left behind after the hiring period, LMPC may dispose of them at their discretion and charge the Hirer for any expenses incurred.

# 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

# Fire

Hirers must ensure that all precautions are taken against the risk of FIRE and damage to the property. Instructions for smoke/heat alarms/exits/equipment, and what to do in the event of a fire, can be found on the notice board inside the hall entrance.

All means of EXITS from the premises must be kept free from obstruction and immediately available for instant public exit. The emergency exit illuminated signs remain on permanently.

The Youth Hall has no telephone. Please ensure you have a working mobile with you and that can get a local signal.

# Opening and closing of the Youth Hall

Arrangements for access to the Youth Hall will be made shortly before your hire – please contact the Parish Clerk or BeverlyBarkerLMPC[@outlook.com](mailto:lynn.luxford@gmail.com) a few days before the event.

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

Guests are expected to vacate the premises within fifteen minutes of the end of a licenced period. After eleven o’clock (unless extended under special licence) only those helping to clear up the Youth Hall should be on the premises. Failure to comply with this will result in the forfeiture of your deposit.

# Furniture

Please leave the Youth Hall clean and tidy. Please stack chairs and tables neatly. We ask you to ensure tabletops are wiped clean before being put away. Please ensure that the kitchen is cleared and cleaned, the carpet is hoovered if necessary and that the WCs are clean and presentable. Please remove all rubbish and take it with you when you leave.

# 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 must be refrigerated.

# 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 a disturbance for residents.

You must not use drawing pins or tape on the walls or other surfaces, use Blu-Tack or 3M Command hooks if you need to put up notices or decorations. Do not fix decorations near light fittings or heaters.

# 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 Youth Hall

# Payment

Payment is due within the terms specified within the Terms of Payment. Please note that cash and cheques are only accepted by prior agreement at the time of booking. LMPC is responsible for any costs incurred by LMPC in the event that any cheque so accepted results in bank charges being levied.

Contravention of the Standard Conditions of Hire

The hirer is responsible for ensuring compliance with these conditions. If the hirer or others contravene these conditions, the committee may either withhold the damage deposit or charge additional fees at its discretion.