



Standard Conditions of Hire

**Version 1.1
20 May 2020**

See also (in the Shared Kitchen cupboard):

- **Special Conditions of Hire**
- **Hirer Handbook**
- **Citizens House Health and Safety policy**
- **Control of substances hazardous to health (COSHH) file**
- **Accident Record Book**
- **Citizens House other policies (non-Health & Safety)**

Review frequency: 6 monthly

**To be reviewed by:
Development Officer
Citizens House Trustees**

Next review due: November 2020

Citizens House Conditions of Hire

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These Conditions of Hire form part of your Hire Agreement with Citizens House.

Before you sign the Hire Agreement, please read through the Conditions and contact the Development Officer if you have any questions or concerns about any of the Conditions in relation to your booking.

Citizens House Conditions of Hire

1. Age

The Hirer must be at least 18 years of age.

2. Supervision

The Hirer (the person who signs the Hire Agreement) is responsible for, during the period of the hiring: supervision of the premises (or of the hired areas), 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 (or the area hired) whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway.

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.

The Hirer has responsibilities as the 'Lead Person' in the event of an emergency evacuation - see Citizens House **Health and Safety Policy Part 3**.

3. End of hire

The Hirer is responsible for leaving the premises (or the area that's been hired) in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced. See the Citizens House **Hirer Handbook** for more details.

4. Use of Premises

The Hirer shall not use the premises for any purpose other than that described in the **Hire 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.

5. 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.

6. Licensable activities

Citizens House holds a Performing Rights Society Licence and Phonographic Performance Ltd Licence (PRS/PPL) which permit the use of copyright music in any form, e.g. record, compact disc, tapes, radio, television or by performers in person.

Citizens House does **not** currently hold a Premises Licence, therefore the Hirer must discuss any plans for licensable activities at the time of booking so that Citizens House can look into the possibility of applying for Temporary Event Notice (TEN).

Examples of the type of events that need a TEN include:

- Providing live music at a venue which only has a PPL/PRS licence
- Staying open to supply hot food after 11.00pm
- An amateur dramatics group putting on a play.

7. Drunk and disorderly behaviour; supply of illegal drugs

The Hirer must ensure that, in order to avoid disturbing neighbours to Citizens House and avoid any risk of violent or criminal behaviour, there is no excessive consumption of alcohol. Alcohol must not be provided to any person suspected of being drunk or under the age of 18. Drunk and disorderly behaviour is not permitted either on the premises or in its immediate vicinity and 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. No illegal drugs may be brought onto the premises.

8. Alcohol

Citizens House does *not* have a Premises Licence which would allow the sale of alcohol.

However, Citizens House can apply to Durham County Council for a **Temporary Event Notice** (TEN) in order for Citizens House to provide a bar facility at a special event. Please discuss your requirements with representatives of Citizens House at the time of booking.

The Licencing Law requires that there is a licence for the sale of alcohol at all events. You are selling alcohol if:

- You are charging for alcoholic drinks at any event
- The event is ticketed and you are providing a free drink - this is seen as selling as the cost is included in the ticket price
- If the event has an entrance charge and you are providing a free drink.

A licence is **not** required when:

- The event is free and drink is provided for free (for example a family wedding or party where alcohol is not charged for).
- If people bring their own drink with them to consume on the premises.
- If alcohol is donated by an individual (not an organisation charging for entrance).

Any provision of alcohol must be within the Citizens House Conditions of Hire relating to Supervision, Drunk and disorderly behaviour, Noise).

9. Noise

The Hirer must ensure that the minimum of noise is made on arrival and departure, particularly late at night. 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 conditions for the premises.

10. Dangerous and unsuitable performances

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

11. Compliance with the Children Act 1989

The Hirer will ensure that any activities for children under eight years of age comply with the provisions of the Children Act 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.

See also the Citizens House **Protection of Vulnerable Adults policy** – copy available in the Shared Kitchen.

12. 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 premise must be refrigerated and stored in compliance with the Food Temperature Regulations. There is a refrigerator available in the Shared Kitchen.

Hirers must comply with all guidance and regulations regarding Covid-19 in relation to hand hygiene, social distancing, and all measures to prevent the spread of infection.

13. Animals

The Hirer must ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed in advance by Citizens House. No animals whatsoever are to enter the kitchen at any time.

14. Public safety compliance

The Hirer must comply with all conditions and regulations made in respect of the premises by the Local Authority and the Licensing Authority.

The Hirer must also be familiar with and comply with the Citizens House **Health and Safety Policy, Part 3 - Arrangements for Health and Safety**.

Health and Safety arrangements will be covered in the Hirer Induction and are summarised below:

1) Fire Safety Policy

General Emergency Evacuation Plan consisting of:

- a. Fire Safety at Citizens House – details of the building layout, location of fire exits and equipment
- b. What to do if there is a fire – 5 step plan (see printed notices)
- c. Lead person – role and responsibilities
- d. Personal Emergency Evacuation Plan

2) First Aid Provision

- a. **First Aid kit** in Shared Kitchen
- b. **COSHH data sheets** and **risk assessments** in Shared Kitchen

3) Accident and Incident Reporting

- a. **Accident Record Book** in Shared Kitchen

4) Personal Safety at Citizens House

5) No Smoking Policy

6) Food hygiene

- 7) **Risk Assessments:** If the Hirer plans to use an external supplier at their event or activity (eg entertainers, bouncy castle) or to use specialist equipment or substances (eg for jewellery making), the Hirer must inform Citizens House well in advance so that we can arrange Risk Assessments if necessary and check insurance cover.

15. Maximum room capacity

The maximum number of people allowed in Citizens House as a whole, and in each part of Citizens House, is determined by Building Regulations. The Hirer is responsible for ensuring that these numbers are not exceeded under any circumstances.

The Citizens House **Hirer Handbook** gives dimensions and descriptions of each area and suggests how many can fit **comfortably** into each area. The **maximum** numbers are shown below.

Total number of people in the building at any time: 200

Main hall: 110

Room 1, 2 or 3: 60

Rooms 2 & 3 combined: 120

Conservatory seating area: 60

16. Electrical Appliance Safety

The Hirer must ensure that any electrical appliances brought by them to the premises and used there is safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989.

17. Flammable substances and decorations

The Hirer must ensure that:

- (a) Highly flammable substances are not brought into, or used in any part of the premises.
- (b) **Decorations:** The Hirer must not put up any internal decorations of a combustible nature (e.g. polystyrene, cotton wool) without the consent of the Trustees. No decorations are to be put up near light fittings or heaters.

18. Heaters and fans

No heating devices and no fans are to be used at Citizens House without prior consent of Citizens House. See **Room Temperature** in Hirer Handbook.

19. Payment

One-off bookings: payment in full is required on or before 14 days before your event and this date will be shown in your Hire Agreement. In cases where a booking is made with less than 14 days' notice, payment in full will be required at the time of booking. Payment by bank transfer is preferable and Citizens House bank details are on the Hire Agreement and on the Invoice. Alternatively, you can pay by cheque made out to Citizens House. Cash payment is possible only by special arrangement with the Trustees.

Repeat bookings (Regular Hirers): Citizens House will invoice you at the start of each month for the previous month's bookings and payment is due by the 14th of that month.

20. Cancellation

Cancellation by the Hirer: If you wish to cancel a booking and you give us at least 48 hours' notice, you will not be liable for the hire fee. If you cancel with less than 48 hours' notice, payment will be at the discretion of Citizens House. If the Hirer is cancelling a repeat booking we would appreciate as much notice as possible.

Changes by the Hirer: If your requirements change from the details specified on the Booking Form (eg you require a larger room) please let Citizens House know as soon as possible.

Cancellation by Citizens House: Citizens House reserves the right to cancel a 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) Citizens House Trustees reasonably considering that
 - (i) Such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements.
 - (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 will be entitled to a refund of any deposit already paid, but Citizens House shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

Deposit: A deposit is only required for large function bookings and will be agreed at the time of booking along with special cancellation terms.

21. Stored Equipment

Citizens House 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 unless a special arrangement has been made with the Citizens House Trustees. For example Regular Hirer Scheme members may have an allocated storage cabinet for which all keys must be returned to Citizens House at the end of the Hire Agreement.

Citizens House may, in case of failure by the Hirer to remove property brought on to the premises for the purposes of the hiring within 7 days after the hiring, dispose 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.

22. Insurance and Indemnity

The Hirer is 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, during or as a result of their hire. If the Hirer has booked only part of the building the liability is just for the hired area.
 - (ii) all claims, losses, damages and costs made against or incurred by Citizens House Trustees, 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 Citizens House Trustees, 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 Citizens House Trustees and Citizens House's employees, volunteers, agents and invitees against such liabilities.
- (a) Citizens House will take out adequate insurance to insure the liabilities described in sub-clause (i) above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (ii) and (iii) above. Citizens House will claim on its insurance for any liability of the Hirer hereunder but the Hirer will indemnify and keep indemnified all Citizens House Trustees and Citizens House employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.
- (b) Where Citizens House does not insure the liabilities described in sub-clauses (ii) and (iii) above, the Hirer will 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 Citizens House secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable Citizens House's secretary to rehire the premises to another hirer.

Citizens House is insured against any claims arising out of its **own** negligence.

Reporting breakages and damages: As the Hirer, you must report any breakages or damages by you or any of your attendees/guests as soon as possible, either to the keyholder, any Citizens House Trustee, or email info@citizenshouseconsett.org.uk.

The Hirer must also report immediately to Citizens House any faulty equipment and ensure that the equipment is not used (label it as faulty) by attendees/guests.

23. Fly posting

The Hirer must 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 accordingly Citizens House Trustees 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.

24. Sale of goods

The Hirer will, 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 will ensure that the total prices of all goods and services are prominently displayed, as well as the organiser's name and address.

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 Citizens House Trustees.

Hooks are provided in the main hall for decorations (eg bunting) during parties and celebrations. **Do not** use Sellotape on any paintwork. Never place any decorations near light fittings or heat sources.

Any alteration, fixture or fitting or attachment so approved shall at the discretion of Citizens House remain in the premises at the end of the hiring. It will become the property of Citizens House unless removed by the Hirer who must make good to the satisfaction of Citizens House if any damage is caused to the premises by such removal.

26. No rights

The Hire Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer. The Hirer may only use the rooms and equipment as described on the Hire Agreement, for the agreed hire period, and for the agreed purpose.