



TRUSTEES OF THE DALTON CHARITY

DALTON HALL CONDITIONS OF HIRING

(APRIL 2013)

1 General

- 1.1 These Conditions of Hiring (“**the Conditions**”) apply to any agreement which is made subject to the Conditions (“**the Hiring Agreement**”).
- 1.2 Words and expressions used in the Conditions shall have the same meanings as those used in the Hiring Agreement.
- 1.3 In the event of a conflict between the provisions of the Hiring Agreement and these Conditions, the Hiring Agreement shall prevail.
- 1.4 References to “Period of Hire” include each individual Period of Hire where there is more than one.
- 1.5 The “Hall” means the area edged red on the plan attached.

2 Approvals required

- 2.1 The Hirer shall, not later than 14 days before the Period of Hire, obtain the Owner's written approval to:
 - 2.1.1 any structure, machinery, equipment or apparatus which the Hirer intends to use at or in connection with the Event;
 - 2.1.2 the proposed advertising and publicity for the Event;
 - 2.1.3 any additional signage which the Hirer intends to put up at the Hall;
 - 2.1.4 the Hirer's proposed insurance and security arrangements;
 - 2.1.5 any live or recorded music or dramatic work to be played or performed;
 - 2.1.6 the estimated number of persons who are to be invited to the Event and whether or not members of the public are to be admitted and, if so, on what terms
- 2.2 When asked for its approval under paragraph 2.1, the Owner shall be entitled to:
 - 2.2.1 refuse to give approval in its absolute discretion, although the Hirer shall not unreasonably delay in giving its decision to the Hirer;
 - 2.2.2 make its approval subject to any conditions in its absolute discretion, and the Hirer shall comply with any such conditions.

3 Damage to Hall

The Hirer shall take good care of and shall not damage the Hall or any fittings, equipment or other property in it and shall make good, or if required by the Owner pay for, any damage arising from the Event or from the Owner's use of the Hall or caused by anyone at the Hall with the authority (either express or implied) of the Hirer.

4 Conduct of Events

The Hirer shall ensure that:

- 4.1.1 there must be at least one person over the age of 18 supervising the Event at all times;
- 4.1.2 the Event is conducted in a safe and orderly manner;
- 4.1.3 the Event is conducted in accordance with all relevant laws, bye-laws and regulations and the requirements of any statutory authority;
- 4.1.4 any necessary risk assessment is carried out in respect of the Event or of any individual events forming part of it and that the Hirer has due regard to the results of any such assessments;
- 4.1.5 the Owner's fire safety equipment is not interfered with in any way;
- 4.1.6 all exits from and corridors within the Hall remain unobstructed at all times and that no activities take place which cause congestion or which otherwise interfere with the free passage of persons attending the Event;
- 4.1.7 nothing is brought to the Hall which in the Owner's opinion is or is potentially explosive, inflammable, dangerous or objectionable or use the Hall in a manner which would in the Owner's opinion involve danger or potential danger to any person;
- 4.1.8 any machinery, equipment or apparatus brought to the Hall complies with all relevant British Safety Standards and Codes of Practice; and
- 4.1.9 the Event does not cause a nuisance or unreasonable disruption or disturbance to anyone else at the Hall or anyone living near to the Hall;
- 4.1.10 the number of persons using the Hall at any one time does not exceed the maximum permitted by law;
- 4.1.11 no use is made of any equipment belonging to any other user of the Hall;
- 4.1.12 nobody attending the event accesses or uses the tennis courts.

5 Signs

The Hirer shall not move, remove or obstruct any of the existing signs at the Hall.

6 Control over the Event

The Owner shall, without rendering itself liable for loss or any damages or to refund any moneys paid by the Hirer to the Owner, have the right to regulate, control, or suspend the Event, or anything connected to it, which, in its opinion:

- 6.1 is not in accordance with the Hiring Agreement or the Conditions; or
- 6.2 is not in accordance with accepted good practice; or
- 6.3 is or would be prejudicial to the Owner's reputation or the proper functioning, safety or management of the Hall.

7 Copyright and performing rights

If the Hirer requires copyright and performing right licences for the Event, the Hirer shall obtain any necessary licences prior to the Event and, if requested, provide a copy of any such licences to the Owner and not infringe any such licences.

8 Sale of alcohol

- 8.1 The Hirer shall not sell any alcohol at the Event, for consumption at or away from the Hall, without holding any necessary liquor licence and shall comply with the terms and conditions of that licence.
- 8.2 The Hirer shall provide a copy of any such to the Owner on request.

9 Electricity Use

The Hirer shall pay for all electricity consumed at the Event by using the pay meters at the Hall.

10 No animals

The Hirer shall not allow any animals to be brought to the Hall save by written agreement with the Owner specifying permitted and restricted areas.

11 Alterations to the Hall

The Hirer shall not make any alterations or additions to the structure, fabric, decorations, internal layout, fixtures, fittings or furnishings of the Hall.

12 Car parking

- 12.1 No more than 50 vehicles may be parked at the Hall at any time during the Event without the prior agreement of the Owner and subject to such conditions as the Owner may impose.
- 12.2 The Hirer shall ensure that no-one who comes to the Hall in connection with the Event parks on the public highway or anywhere that is not a designating car parking area.

13 Keys

It is the Hirer's responsibility, prior to the Period of Hire, to collect the keys for the Hall from the Owner and, promptly following the Period of Hire, to return the keys to the Owner (in each case to the address given in paragraph 22).

14 Leaving the Hall

At the end of the Period of Hire, the Hirer shall:

- 14.1 leave the Hall clean and tidy and in the condition they were in prior to the Period of Hire;
- 14.2 leave all kitchen appliances empty and clean and tidy
- 14.3 turn off all lights;
- 14.4 not leave any rubbish at the Hall except in the rubbish bins;
- 14.5 lock the Hall.

15 Removal of Goods

The Owner may (without incurring any liability to the Hirer for damage or otherwise) remove, store and (if unclaimed within 28 days of removal) sell anything brought to the Hall in connection with the Event which remains there at the end of the Period of Hire and the Hirer shall, on demand, pay to the Owner all costs and expenses incurred in connection with the removal, storage and sale of such items (less any sale proceeds).

16 Indemnity

The Hirer shall on demand indemnify the Owner against all losses, liabilities, costs, claims, expenses and demand arising from the Event, the Hirer's use of the Hall caused by anyone at the Hall with the authority (either express or implied) of the Hirer (excluding the negligence or default of the Owner, its agents contractors or employees (unless such are employed by the Hirer)).

17 Insurance

- 17.1 The Hirer acknowledges that the Owner has only taken out buildings insurance and contents insurance for those items at the Hall which belong to the Owner.

- 17.2 The Hirer shall insure all items brought to the Hall and all other risks which it is reasonable for the Hirer to insure against in a sum approved by the Owner.
- 17.3 The Hirer shall on request provide details of its insurance arrangements including a copy of the policy and evidence that the current premium has been paid.
- 17.4 The Hirer shall inform the Owner immediately upon the occurrence of any event which might reasonably lead to a claim being made upon the insurers of the Hirer or the Owner.

18 Exclusion of the Owner's liability

The Owner shall not be liable for

- 18.1 any damage, theft or loss of anything brought to the Hall by the Hirer or which the Hirer deposits with the Owner or its agents, contractors or employees;
- 18.2 any loss or damage due to any breakdown of machinery, failure of electricity supply, leakage of water, fire, Government restriction or act of God which may cause the Hall to be temporarily closed or the Event to be interrupted or cancelled. Loss of Property etc.
- 18.3 any third party liability or claim arising from the Hirer's use of the Hall.

19 Termination

- 19.1 The Owner may, at any time, without incurring liability for loss or damages (but without prejudice to any existing right of action which the parties to the Hiring Agreement may have against each other) terminate the Hiring Agreement upon giving to the Hirer such length and type of notice as the circumstances may require, if:
- 19.1.1 in the Owner's opinion there has been a substantial breach by the Hirer of the Hiring Agreement and/or the Conditions; or
- 19.1.2 in the Owner's opinion there is a risk of material damage to the Hall or any of the Owner's property or goods if the Event proceeds or continues; or
- 19.1.3 any part of the Hall is not available for use because:
- (a) urgent works are required or are being carried out to the Hall which, until completed, render it unsafe or unfit for its intended use; or
- (b) there have arisen other circumstances beyond the Owner's reasonable control which materially interfere with the Event or render it inadvisable in the public interest.
- 19.2 If the Owner terminates the Hiring Agreement under paragraph 19.1.3:
- 19.2.1 if the termination affects part only of the Hall, the Hiring Agreement shall continue in full force and effect in relation to the remainder (unless this is

impracticable in which case the Hiring Agreement shall be regarded as terminated in its entirety); and

19.2.2 the Owner shall repay to the Hirer any moneys paid by the Hirer to the Owner in respect of that part of the Hall affected by the termination.

20 Rights of Entry

The Hirer shall permit the Police, officers of statutory authorities and such other officials as the Owner may consider advisable to visit all parts of the Hall at any time and for any purpose.

21 Personal agreement

The Hiring Agreement is personal to the Hirer who shall not transfer, assign or sub-license it or the rights it confers.

22 Communications with the Owner

All communications from the Hirer to the Owner must in the first instance be directed to:

Paul Cook

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Telephone number: 07808 768861

E-mail: paul@pitape.co.uk

or such other person as the Owner may from to time notify to the Hirer.

23 Nature of Hirer's Rights

The Hiring Agreement does not constitute a tenancy and the Hirer's rights amount to a personal non-exclusive licence only. The Owner retains at all times the right of occupation and control of the Hall and is entitled to full rights of access and entry at all times.