



Conditions of Hire

These conditions apply to all hiring of the community room and other facilities as appropriate at KC Active and a copy should be given to all Hirers. If the Hirer is in any doubt as to the meaning of any of the following the Administrator should immediately be consulted.

KC Active Conditions of Hire

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 members of the public are present and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are met.

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. As directed, 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.

Use of premises

The Hirer shall not use the premises (including the car park) 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 or unsuitable 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.

Insurance and indemnity

- a. The Hirer shall be liable for:
 - a. 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
 - b. all claims, losses, damages and costs made against or incurred by KC Active, 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
 - c. all claims, losses, damages and costs made against or incurred by the 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 the Trustees - employees, volunteers, agents and invitees against such liabilities.
- b. KC Active shall take out adequate insurance to insure 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 (iii) above. KC Active shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of the Trustees and KC Active - 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.
- c. Where the KC Active 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 KC Active. Failure to produce such policy and evidence of cover will render the hiring void and enable KC Active to rehire the premises to another Hirer.
- d. KC Active is insured against any claims arising out of its **own** negligence.

Keys

Keys may be supplied temporarily to the hirer for them to arrange access to the parts of the site for their booking, or to lock up afterwards. These must be returned by the time and to the person/place agreed. These keys must on no account be copied, or passed to another person (except with the strict agreement of KC Active) or used to access the site at any other time than that which is booked.

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 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 KC Active Health and Safety Policy.

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

a) The Hirer acknowledges that they have received instruction in the following matters:

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
- The location and use of fire equipment. (Include diagram of location when handing over keys.)
- 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.

b) 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.
- That emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

Noise

The Hirer shall ensure that the minimum of noise is made at all times

Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall ensure that in order to avoid disturbing neighbours and must avoid violent or criminal behaviour; care shall be taken to avoid excessive consumption of alcohol. No illegal drugs may be brought onto the premises. Drunk and disorderly behaviour shall not be 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 shall 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.

Hirers should use the bins appropriately – black lid (general waste), food waste and green lid (recycling). Hirers – otherwise KC Active shall be at liberty to make an additional charge.

Stored equipment

KC Active 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.

KC Active 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 KC Active 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.

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. The Hirer shall ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

Accidents and dangerous occurrences

Any failure of equipment belonging to the KC Active or brought in by the Hirer must also be reported **as soon as possible**. The Hirer must report all accidents involving injury to the public to a Trustee **as soon as possible** and complete the relevant section in the KC Active Accident Book.

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

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 KC Active. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

Cancellation

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

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 KC Active shall be at liberty to make an additional charge.

No alterations

No alterations or additions may be made to the premises nor may and fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without prior written approval. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Trustees remain in place at the end of the hiring. It will become the property of KC Active unless removed by the Hirer who must make good to the satisfaction of the Trustees any damage caused to the premises by such removal

No rights

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

Adapted from the ACRE Model Conditions of Hire