



Standard Conditions of Hire and General Rules governing the use of rooms at the Leatherhead Institute (Hiring Agreement January 2019)

The management of the Leatherhead Community Association (LCA) is vested in the Trustees, whose powers and composition are defined in the Articles of Association, a copy of which may be consulted at the registered office: 67 High Street, Leatherhead, KT22 8AH. Under the provisions of the Articles, the Trustees are empowered to make rules, withdraw or amend them.

Use of the Leatherhead Institute and its facilities is subject to the following rules and, in the case of hirers, to the conditions incorporated in this Agreement. If the Hirer is in any doubt as to the meaning of the following, the Administrator should be consulted immediately.

1. Age

The Hirer or person in charge of an activity, shall not be under 18 years of age, and shall accept responsibility for being in charge of, and on the premises for, the entire period of hire or duration of the activity when the public are present; and for ensuring that all conditions under this Agreement relating to management and supervision of the premises are met.

2. Supervision

The Hirer shall, during the period of the hiring, be responsible for: supervision of the room(s) hired, 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, so as to avoid obstruction of the highway and Institute car park. As directed by the Association, 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.

3. Use of premises

The Hirer shall not use the premises (including the car park), for any purpose other than that described in this Hiring Agreement and shall not sub-let 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 nor allow the consumption of alcohol thereon without written permission.

Users of the Institute must comply with the Equality Act 2010. They must ensure that the Institute is open to all members of the community regardless of sex, sexual orientation, nationality, age, disability, race, or of political, religious or other opinions.

- (a) Application for use of rooms at the Institute shall be made to the Administrator
- (b) The right to refuse any application for the use of the Institute's facilities is reserved by the Trustees or the Administrator, provided that the Administrator reports his/her action to the next meeting of the Trustees. The Trustees may refuse an application to use the Institute's facilities if the use by a particular association or individual presents a risk of public disorder or, of alienating the Association's beneficiaries or supporters. In any circumstance of doubt, the Administrator shall report the matter to the Chairman and shall not confirm the letting without the agreement of the Chairman or a member of the Management Team.
- (c) All arrangements for the use of LCA facilities are subject to the Association reserving the right to cancel bookings when the premises are rendered unfit for the intended use.
- (d) Members' groups of the Association shall normally have priority use of its facilities, but all arrangements to hire facilities made with outside bodies and individuals shall be honoured by the Association except as provided for in (c) above.
- (e) Payment for hire of room/s is required **in advance of the hire date** and in accordance with the hire invoice. We can currently accept payment by cash, cheque or BACS (details on invoice) and reserve the right to make additional charges and alter payment bands for late payment or revision to invoices after they have been raised.

4. Insurance and indemnity

- (a) The Hirer shall be liable for:
 - (i) the cost of repair of any damage (including accidental damage) done to any part of the premises including the curtilage thereof or the contents of the premises;
 - (ii) all claims, losses, damages and costs made against or incurred by the Association, its 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 all claims, losses, damages and costs made against or incurred by the Association, 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 of the Association's Trustees and the Association's employees, volunteers, agents and invitees against such liabilities.

- (b) The Association shall take out adequate insurance to insure the liabilities described in sub-clause (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). The Association shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each of the Association's Trustees and the Association's 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 Association does not insure the liabilities described in sub-clauses (a) (ii) 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 Association's authorised representative. Failure to produce such policy and evidence of cover will render the hiring void and enable the Association to rehire the premises to another hirer.

The Association is insured against any claims arising out of its own negligence.

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 and the persons or associations responsible for functions held in the premises shall ensure that the requirements of the relevant legislation are strictly observed.

6. Music Copyright Licensing

The premises are licensed with PPLPRS Ltd for the playing of recorded copyright music and for the live performance of copyright music. The Hirer shall ensure that the Association holds "TheMusicLicence" which permits the use of copyright music in any form, e.g. record, compact disc, tapes, radio, television or by performers in person. If other licences are required in respect of any activity in the premises, the Hirer should ensure that they or the Association hold the relevant licence. The Hirer is responsible for paying a fee to the LCA if they wish to play music within their hire session – the associated fee will be charged on the hire invoice.

7. Film and Performance

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

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

8. 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 Groups Act 2006 and only fit and proper persons who have passed the appropriate Disclosure and Barring Service 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 Administrator and Trustees access to their current DBS certification and a copy of their Child Protection Policy on request.

9. 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 room's Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is provided or which is attended by children. The Hirer shall also comply with the LCA's Health and Safety policy.

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

- a) The Hirer acknowledges that they have received instruction in the following matters:
- The action to be taken in event of fire including calling the fire brigade dialling 999, or 112 from a mobile phone, and evacuation of the room to the assembly point at the top of the High Street outside Howell Jones Solicitors as indicated on the Fire Escape Route in each room. **The Hirer must act as or appoint a Fire Marshall to take responsibility for the safety of persons present during the room hire/event.** The Hirer's appointed Fire Marshall must become familiar with the exit routes and the location of fire extinguishers. Exit routes must be kept clear at all times
 - **The Hirer is responsible for ensuring that a register is taken and kept to hand for all room occupants.** A roll call of listed attendees should be taken following evacuation of the building.
 - It may be necessary to notify the attending Fire Officer if anyone remains unaccounted for in the building in the event of an emergency evacuation.

- The Hirer shall ensure that Personal Emergency Evacuation Plans (PEEPS) are completed for any attendee who may have mobility/disability issues and who may need extra help during an emergency evacuation. The LCA advise that wheelchair users and people with mobility problems hire on the ground floor. The Administrator has the discretion to prevent any group from hiring on the first floor if it is felt that the group cannot adequately safely evacuate the building using any of the escape options available
 - The location and use of fire equipment
 - Escape routes (laminated guide sheet located on notice board inside each room) and the need to keep them clear
 - Methods of operation of escape door fastenings
 - Appreciation of the importance of any fire doors and of closing the fire doors at the time of a fire
 - Location of the first aid boxes
 - An emergency refuge area which exists between the two sets of fire doors near the first floor fire exit steps to the rear car park. Anyone with mobility/disability issues can be evacuated from this area.
- 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 the emergency lighting supply illuminating all exit signs and routes is turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).
- c) All groups are expected to co-operate and evacuate the premises in the fire drills which will be arranged across all hire sessions (morning, afternoon and evening). Prior notification will be given to LCA hirers in order that they may familiarise themselves with evacuation procedures in advance of leading their groups from the building to the Assembly point.
- d) First Aid boxes are readily available to all users of the premises. They are located in the upstairs and downstairs kitchens and Room F3 and must be returned after use.

10. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment, make use of any noise limitation device and comply with the licensing conditions for the premises.

11. Drunk and Disorderly behaviour and supply of illegal drugs

The Hirer shall ensure that in order to avoid disturbing neighbours and to 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. Alcohol shall not be served to any person suspected of being drunk or to any person suspected of being under the age of 18. 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. Alcohol is not allowed to be sold on the premises at any time.

12. Food Health & Hygiene

As of January 2019, the Institute is not registered as food premises. 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. Food should not be left on the premises overnight. Refrigerators should not be switched off by unauthorised persons.

Upstairs Kitchen Facilities include: single sink; commercial dishwasher; small hand wash sink; hot water boiler; microwave; small domestic fridge (no freezer); range of cupboards/work surface and three tier trolley.

Downstairs Kitchen Facilities include: two single sinks with drainers; small hand wash sink; small domestic fridge (no freezer); domestic oven with electric hob; hot water boiler; microwave; coffee, tea, milk and sugar (with honesty box); range of cupboards with crockery/work surfaces; three tier trolley.

13. Electrical appliance safety

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there e.g. lap tops, mobile phone chargers, projectors etc. shall be safe, in good working order and used in a safe manner in accordance with 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. Appliances are required to be PAT tested and displaying a sticker proving this. The Trustees disclaim all responsibility for all claims and costs arising from the use of any equipment that does not so comply.

Stored Equipment

The Trustees accept 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.

The LCA 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 the LCA 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.

Lockers, cupboards and other designated spaces are available to current hirers for storage of non-flammable and non-perishable goods on a pay-to-use basis, please ask the Administrator for details. This space is limited and we charge an agreed price for use. The LCA accepts no responsibility for any hirers' property stored in the building. The permission of the Trustees/Administrator must be obtained before any goods or equipment are left or stored at the Institute for a particular function or event. There are also a limited number of mail delivery boxes available to current hirers at a reasonable cost.

14. Smoking and E-Cigarettes

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. The Letherhead Institute (including the car park) is a designated Non-Smoking site and any person who breaches the provision shall be asked to leave the premises. The Hirer shall ensure that anyone who wishes to smoke does so away from the site and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

15. Accidents and dangerous occurrences

Any failure of equipment belonging to the LCA 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 the Administrator **as soon as possible** and complete the relevant part of the accident book. Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. The Administrator will give assistance in completing this form and can provide details of the Incident Contact Centre. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

16. Explosives and flammable substances

The Hirer shall ensure that:

- (a) Highly flammable substances and otherwise hazardous 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 LCA. No decorations are to be put up near light fittings or heaters.

17. 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 the Trustees. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

18. Animals

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

19. Fly Posting

The Hirer shall 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 each member of the Association's Trustees 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.

20. Sale of Goods

The Hirer shall, 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 shall ensure that the total prices of all goods and services are prominently displayed; as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

21. Cancellation

If the Hirer wishes to cancel the booking within one week of the date of the event and the Association is unable to conclude a replacement booking, the full hire fee shall normally be payable. The Association reserves the right to cancel any hiring 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 or for a Referendum;
- (b) The Administrator or 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 the Association shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

22. End of Hire

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, and any contents temporarily removed from their usual positions properly replaced; otherwise the Association shall be at liberty to make an additional charge.

23. 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 (including the hall noticeboard) without the prior written approval of the Administrator. Any alteration, fixture, fitting or attachment so approved shall at the discretion of the Trustees remain in the premises at the end of the hiring. It will become the property of the Association unless removed by the hirer who must make good to the satisfaction of the Trustees, any damage caused to the premises by such removal.

Please do not use drawing pins, sellotape or other fixing materials on the walls or other surfaces. Do not cover light fittings or heaters.

24. No rights

This Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

25. General Information

Hours of opening

Facilities at the Institute are normally available for the use of its members and of outside hirers between the hours of 08.30 a.m. and 10.30 p.m. on weekdays and from 08.30 a.m. and 5.30 p.m. on Saturdays. The Institute will be opened by the Caretaker or an authorised person at the beginning of the day and will be closed after the hire.

Hirers are required to vacate the premises within 15 minutes of the end of a hire period - please ensure that any outside caterers, contractors and bar staff are aware of the hire period and that they will not be able to enter before or leave after those times. In exceptional cases, these hours may be extended on application to the Administrator or Trustees.

Please telephone the Office on 01372 360508 or the Caretaker on 07545 379545 in case of difficulty.

Maximum capacity

Details of the maximum capacity for each room hired will be listed on the Invoice and on no account shall these figures be exceeded.

Institute Telephone

A telephone is located in the LCA Office. There is no access outside office hours so it is essential for hirers to ensure they have access to a fully charged mobile telephone for use in case of emergency. **Car parking** Limited car parking, with sessional payment, is available behind the Institute for authorised users of the building only, from Mondays to Fridays 8.30 am to 5.00 pm by prior agreement only. There is no charge for evening and Saturday use. Cars shall not be parked so as to cause an obstruction at the entrances to, or exits from, the Institute and users of the Institute should avoid undue noise on arrival and departure. A dedicated space for temporary loading/unloading is marked with yellow hatching and located by the rear doors. In the event of severe weather conditions, the Trustees reserve the right to close the car park, and in the event of snow and ice, grit will be applied to the front and rear entrances only, in accordance with legal advice given and we would advise all users of the Institute to take responsibility for their personal safety under these circumstances.

Wi-Fi

Wi-Fi is available throughout the Institute building. Hirers can log onto the LCA Guest Wi-Fi network - the current password is available from the LCA office during office hours. It is advisable to request the password in advance of the hire date. The password will change on a termly basis for security reasons.

Cleaning and security

All use of Institute premises and facilities is subject to the users accepting responsibility for securing windows of the premises after use. All users shall also leave the premises and surroundings in a clean and tidy condition, waste should be left in the bins or taken home. Litter should not be left on the Institute premises. If a hirer requires a specific room layout and provides details to the Administrator in advance of the hire, the caretaker will set up the room as requested and clear away afterwards. For health and safety reasons each room has a maximum capacity and furniture and equipment must NOT be removed from any room nor placed in a corridor or fire exit.

Digital Projector and Sound System

There is a digital projector, pull down screen and sound system in the Abraham Dixon Hall, available to hire. This must be requested in advance and a returnable deposit must be paid for the remote control. Microphones and power packs are also available to hirers on the same terms and a holding deposit will also be required. Hirers are responsible for supplying their own batteries for all equipment. Current hire fee charges are available from the LCA office.

Health & Safety

Please use the trolleys provided for moving chairs and tables in order to avoid injury. Chairs and tables must be stacked as requested.

Cable safety mats must be used, to minimise trip hazards when electrical leads are in operation. The LCA can supply cable mats if requested.

Feedback

The LCA Trustees welcome feedback comments or observations that you may have about your hire of room(s) at the Institute.