



The D'Urberville Centre

The D'Urberville Centre Terms & Conditions of Hire

Definitions

For the purposes of this agreement and the conditions of hire, the term "Hirer" shall mean an individual hirer or, where the "Hirer" is an organisation that organisation. "Premises" means those parts of The D'Urberville Centre stated on the Booking system being those subject to this hire agreement. "Booking" means the contract between the Hirer and The D'Urberville Centre as detailed and on the terms of this agreement ("the Booking System" of which these conditions form part). "Period" means the time or times reserved under these conditions and "the Function" means that described and authorised by the Booking. If the Hirer is in any doubt as to the meaning of any of the conditions, the Booking Clerk should immediately be consulted.

Hiring agreement

In consideration of the Hire Fee detailed on the Booking System, The D'Urberville Centre agrees to permit the Hirer to use the Premises for the Function and for the Period(s) described in the booking form. All details inserted in the Booking System are part of this Agreement. This Hiring Agreement includes these Standard Conditions and Special Conditions set out below.

Standard conditions of hire

1. 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 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 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 so as to avoid obstruction of the highway. As directed by the Booking Clerk, 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 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 sale of alcohol thereon without written permission.

4. Insurance and indemnity

(a) The Hirer shall be 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

(ii) all claims, losses, damages and costs made against or incurred by The D'Urberville Centre 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 the village hall management committee, 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 D'Urberville Centre's trustees and the employees, volunteers, agents and invitees against such liabilities.

(b) The D'Urberville Centre 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. The D'Urberville Centre shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of The D'Urberville Centre's trustees, 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 D'Urberville Centre 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 The Booking Clerk. Failure to produce such policy and evidence of cover will render the hiring void and enable The Booking Clerk to rehire the premises to another Hirer.

The D'Urberville Centre 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.

6. Music Copyright licensing

The hirer shall ensure that The D'Urberville Centre holds relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, the hirer holds a licence.

7. 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 film.

8. Safeguarding

The Hirer shall ensure that any activities for children under eight years of age or vulnerable adults 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 Criminal Records Bureau 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 Booking Clerk with a copy of their CRB check, Child Protection Policy and Safeguarding Policy on request.

The Hirer shall be aware that other groups may be using The D'Urberville Centre at the same time and shall ensure that children and vulnerable adults are supervised when using toilets.

Hirers shall report any damage, breakages or safety issues needing attention to the Booking Clerk, who will inform the appropriate people. These will be dealt with as soon as practicable, in the light of the circumstances, with provision to prevent access by children and vulnerable adults pending repair where appropriate.

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 centre's 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 hall's health and safety policy.

The Hall has no telephone. Please ensure you have a mobile in good working order with you.

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

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

- The action to be taken in event of fire. The actions to be taken in event of a fire are as follows:
 - (i) If you **discover a fire, sound the alarm by operating the nearest Break Glass Call Point** then follow steps below. If you **hear a continuous fire alarm** follow the steps below
 - (ii) Make your way out of the building by the closest emergency exit, closing doors and windows behind you if it is safe to do so (do not stop to collect belongings)
 - (iii) Assemble by the fire assembly point. Follow instructions on assembly point sign
 - (iv) Do not reenter the building until the Duty Manager or the Fire Brigade have confirmed it is safe to do so
- Escape routes and the need to keep them clear.
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
- Locations of the first aid boxes (First aid boxes are located in the kitchen areas of the main hall, Meeting Room 1 and The McCullagh Room)

(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.

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 comply with any other licensing condition for the premises.

11. Alcohol

The hirer undertakes to comply with the provisions of the Licensing Act 2003 (and any regulations thereunder) as they relate to a Premises User holding a Temporary Event Notice (TEN) and to indemnify The D'Urberville Trustees for any obligations thereunder.

12. Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall ensure that in order to avoid disturbing neighbours to the centre and 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.

13. 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.

14. Electrical appliance safety

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there 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.

The Hirer shall ensure that any electronic devices are not left to charge unattended.

The Hirer shall ensure that any 13-amp equipment is plugged into an individual mains socket. The use of multi-gang adaptors is prohibited for 13-amp equipment.

15. Stored equipment

The D'Urberville Centre 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.

The D'Urberville Centre 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 D'Urberville Centre 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.

16. Smoking/Vaping

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.

Vaping is not permitted inside The D'Urberville Centre.

17. Accidents and dangerous occurrences

Any failure of equipment belonging to The D'Urberville Centre 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 Duty Manager as soon as possible and enter the details into the Accident Report Book which is kept behind the desk in reception.

First aid boxes are located in the kitchen areas of the main hall, Meeting Room 1 and The McCullagh Room.

18. 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 Booking Clerk. No decorations are to be put up near light fittings or heaters.

(c) No hybrid or alternative fuel vehicles are parked adjacent to the building

19. Heating

The heating is controlled remotely by The Booking Clerk. If you require a specific temperature you must inform The Booking Clerk a week in advance of your booking.

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 management committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

20. Animals

The Hirer shall ensure that no animals (excluding dogs) are brought into the premises, other than for a special event agreed to by The Booking Clerk. No animals whatsoever are to enter the kitchen areas at any time.

21. 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 D'Urberville Centre'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.

22. 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.

23. Cancellation

If the Hirer cancels the booking at least four weeks before the date of the event, The D'Urberville Centre will return in full any fees already paid. If the Hirer cancels the booking between two and four weeks before the date of the event, The D'Urberville Centre will return the 50% of any fees already paid. If the Hirer cancels the booking less than two weeks before the date of the event or fails to proceed with the booking thereafter, The D'Urberville Centre will retain any hire fees already paid. The D'Urberville Centre 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 premises being required for use by the NHS.

(c) the D'Urberville Centre 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.

(d) 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 fees already paid, but The D'Urberville Centre shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

24. 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 The D'Urberville Centre shall be at liberty to make an additional charge.

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 Booking Clerk. Any alteration, fixture or fitting or attachment so approved shall at the discretion of The D'Urberville Centre remain in the premises at the end of the hiring. It will become the property of The D'Urberville Centre unless removed by the Hirer who must make good to the satisfaction of The D'Urberville Centre any damage caused to the premises by such removal.

26. 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

All functions must end promptly by midnight to comply with the Public Entertainment Licence.

Opening and closing The D'Urberville Centre

Arrangements for access to the centre will be made shortly before your hire – please contact durbervillebookings@aol.com a few days before the event.

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 the hire period.

Guests are expected to vacate the premises within fifteen minutes of the end of a licensed period. After midnight only those helping to clear up the centre should be on the premises.

Furniture

Please lift the chairs and tables in order to avoid damaging the floor. Please stack chairs and tables neatly.

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 local residents.

Please leave the centre clean and tidy. In particular we ask you to ensure table tops are wiped clean before being stacked. Please remove all rubbish and take it with you when you leave.

Use of the recreation facilities

The field adjoining The D'Urberville Centre is a public facility managed by Wool Parish Council and is available for use by the public. The Hirer should be aware that in the event of any accident occurring on the field to themselves or their guests during the period of hire, no claims can be made against The D'Urberville Centre trustees.

Use of the field in conjunction with The D'Urberville Centre is at the discretion of Wool Parish Council.

Wool Parish Council has Public Liability Insurance for general public use of the field through a Specialist National Parish Council Insurance Scheme with Came & Co. underwritten by Aviva Insurance. This Insurance does not specifically cover Public Liability for Hire of or part of the Recreation Ground for private events associated with hire of the Village Hall, including the use of equipment e.g. Bouncy Castles used for private events. The Hirer should ensure they have adequate Public Liability Insurance in place for the use of such equipment.

Hirers should be aware that only The D'Urberville Centre may be reserved exclusively for private use; the field is a public facility.

Faults/ damage/ comments

Please report any faults or damage to the Booking Clerk as soon as possible so that they can be rectified quickly. The D'Urberville Centre welcomes comments or observations that you may have about your experience.

Payment

Payment is due within the terms specified within the Terms of Payment. Please note that we accept cash, cheques and BACS payment. The Hirer is responsible for any costs incurred by The D'Urberville Centre in the event that any cheque so accepted results in bank charges being levied.