Lytchett Matravers Youth Hall

Youth Hall, High St, Lytchett Matravers, Poole BH16 6BJ
Email: LMYouthHall@gmail.com or lytchettmatravers@dorset-aptc.gov.uk

Standard Terms and Conditions of Hire

Definitions

For this agreement and the conditions of hire:

- HIRER: shall mean an individual hirer or, where the hirer is an organisation, the authorised representative. The Hirer must be over 18 years of age.
- PREMISES: This refers to those parts of the Lytchett Matravers Youth Hall stated on the booking agreement form, along with the building, gardens, and car park.
- BOOKING: the contract between the Hirer, as detailed in the terms of the agreement and LMPC.
- LMPC refers to Lytchett Matravers Parish Council, which owns and manages the Lytchett Matravers Youth Hall.

If the Hirer has questions about any of these conditions, please contact the Parish Clerk at lytchettmatravers@dorset-aptc.gov.uk or the LMYH committee at LMYouthHall@gmail.com

Hiring agreement

The Hiring Agreement includes the Standard Conditions and Special Conditions set out below and all details inserted on the Lytchett Matravers Youth Hall Hiring Agreement form, including the Hiring Fee for the period(s) of the booking as described on the Hiring Agreement form.

Standard conditions of hire

1: Age

You must be aged 18 or over to hire the Lytchett Matravers Youth Hall.

2: Responsibilities

The Hirer accepts the responsibility to ensure that all conditions under this Agreement relating to management and supervision of the premises are met.

3: Supervision

During the hiring period, the Hirer will be responsible for overseeing the premises at all times. This includes supervising and monitoring the behaviour of all individuals using the space, whether they are your guests, visitors or the general public, to ensure its upkeep and safety from any damage or changes. The Hirer shall make good or pay for all damage (including accidental damage) to the premises, the fixtures, fittings and/or contents or for loss of contents.

LMPC reserves the right to enter the premises at any time to verify that proper supervision is being exercised or for any other purpose.

4: Use of Premises

The Hirer shall use the premises only for the purpose described in the hiring agreement. **The Hirer shall not**:

- Sub-let the premises.
- Use them for any unlawful purpose.
- Allow smoking on the Youth Hall premises.
- Allow the consumption of alcohol on the premises without written permission.
- Do anything, or bring onto the premises anything, which may endanger the hirer, their guests or visitors, or the premises, or render invalid any insurance policies in respect thereof.

5: Insurance & Indemnity

A. The Hirer shall be liable for:

A.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

A.ii all claims, losses, damages and costs made against or incurred by LMPC, 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 storage of equipment) by the Hirer, and

A.iii all claims, losses, damages and costs made against or incurred by LMPC, 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 LMPC and the employees, volunteers, agents and invitees against such liabilities.

B. LMPC has adequate insurance to ensure the liabilities described in sub-clauses A.i above and may, at its discretion and, in the case of non-commercial hirers, insure the liabilities described in sub-clauses A.ii and A.iii. LMPC shall claim on its insurance for any liability of the Hirer hereunder, but the Hirer shall indemnify and keep indemnified each member of the Youth Hall and LMPC employees, volunteers, agents and invitees against (1) any insurance excess incurred and (2) the difference between the amount of the liability and the monies received under the insurance policy.

C. Where LMPC does not ensure the liabilities described in sub-clauses A.ii and A.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 Parish Clerk. Failure to produce such policy and evidence of cover will render the hiring void and enable the hall secretary to rehire the premises to another Hirer.

D. LMPC is insured against any claims arising out of its own negligence.

6: Sale or consumption of alcohol

The Youth Hall does not have a licence to serve alcohol. If selling, serving or consuming alcohol, you must comply with relevant laws and regulations. The Hirer shall be responsible for:

- Obtaining any licences or temporary event notice required for the sale or supply of alcohol [see https://www.gov.uk/guidance/alcohol-licensing]
- Providing LMPC with a copy of the relevant licence agreement.
- Providing LMPC with details of the measures you will be put in place to ensure the safe and lawful consumption of alcohol, including where alcohol is consumed on a 'Bring our own' basis.

7: 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.

8: Music Copyright Licensing

LMPC does not have a Performing Rights Society (PRS) or a Phonographic Performance Licence (PPL) licence to play music in public. The Hirer shall ensure they organise a relevant license from the PPS and PPL where appropriate for public performances.

9: 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 the film.

10: Compliance with the 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 Group Act 2006, and only fit and proper persons who have passed the appropriate Disclosure and Barring Service (DBS) checks should have access to the children. Checks may also apply where children over eight and vulnerable adults participate in activities. The Hirer shall provide the Parish Clerk with a copy of their DBS check and Child Protection Policy/Safeguarding Policy on request.

11: 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 Youth Hall 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.

Fire Safety: The Lytchett Matravers Youth Hall (LMYH) Fire Risk Assessment is included with this document. The Hirer must read this and acknowledge that they have received the following instructions:

- In the event of a fire, however slight, the Fire Service must be called.
- The Youth Hall must be evacuated immediately to the Fire Evacuation muster point, detailed on the Hall noticeboard.
- Fire equipment is located by the kitchen entrance and is supported with instructions for use.
- Fire escapes include the main front door and the fire escape door from the back room. These are opened via the fire-door-compliant push bar and must be kept clear at all times.
- There is a dividing fire door between the front and back rooms. Fire doors play an important role in maintaining the safety of the building and all people who use it. It should be closed as soon as appropriate in the event of a fire.
- The fire blanket and first aid box are located on the wall of the kitchen.
- Details of any fire or accident must be given to the Parish Clerk or LMYH booking secretary.

Before any activity, whether regulated entertainment or not, **the Hirer shall check that:**

- All fire exits are unlocked and panic bolts are in good working order.
- All escape routes are free of obstruction and can be safely used for instant free public exit.
- Fire doors are not wedged open.
- Exit signs are illuminated.
- There are no obvious fire hazards on the premises.

The Hirer shall also comply with the LMPC health and safety policy.

12: Noise

The Hirer shall ensure that no loud or amplified music is played outside the hall building at any time and that noise levels are kept to a minimum on arrival and departure, and at all times after 10:30 pm, to ensure that neighbours are not disturbed and comply with any other licensing conditions of the premises.

13: Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall take all measures to avoid violent or criminal behaviour and ensure:

- Care is taken to avoid excessive consumption of alcohol.
- No illegal drugs are brought onto the premises.
- Drunk and disorderly behaviour is not 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 will be asked to leave the premises in accordance with the Licensing Act 2003.

14: 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. In addition, LMPC is keen for the premises to remain a nut-free area and would ask Hirers to respect this.

15: Electrical Appliance Safety

The Hirer shall ensure that any electrical appliances that are brought to the premises for their use are safe and in good working order, and used safely by 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.

16: Stored equipment

LMPC 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.

LMPC will notify the Hirer upon finding any such property. Fees will be charged in line with the published hiring fees, for each day, or part of a day, that property that remains on the premises. Failure to collect property when notified may result in LMPC disposing of any such items. LMPC may charge the Hirer for any costs incurred in storing, selling or otherwise disposing of their items.

17: Smoking

The Hirer shall ensure that the provisions of the Health Act 2006 and regulations made thereunder regarding the age of smoking and prohibition of smoking in public places are observed. Any person who breaches this provision shall be asked to leave the premises. The Hirer shall ensure that anyone wishing to smoke or vape does so outside and disposes of cigarette ends, matches, disposable vapes, etc., in a tidy and responsible manner, so as not to cause a fire or litter.

18: Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to a member LMPC as soon as possible. Any failure of equipment either belonging to the Youth Hall or brought in by the Hirer must be reported as soon as possible. Certain types of accidents or injuries must be recorded in the Accident Report book and reported to the Parish Clerk who will notify the designated LMYH Health & Safety officer.

The first aid box is located in the kitchen, and an Accident Report book is kept in the first aid box, along with a pen. All recorded accidents must be reported to the Parish Clerk as soon as possible. It is the duty of the management to inform the authorities where necessary.

The nearest defibrillator is based at The Chequers Pub, which is up on the left side of the High Street, just past the entrance to the Youth Hall car park.

19: Explosives and Flammable Substances

The Hirer shall ensure that:

- No highly inflammable substances, including fireworks, are brought into, or used in any part of the premises or grounds.
- No decorations are put up near the light fittings or heaters.
- No decorations of a combustible nature, including candles, are brought into the Youth Hall

20: Heating

The Hirer shall ensure that NO unauthorised heating appliances are used on the premises. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

21: Animals

Any event involving animals must be specifically agreed upon in the Hiring Agreement terms with LMPC. Other than this, the Hirer shall ensure that:

- no animals (including birds) are brought into the hall, except where a dog or other animal is a registered assistance animal.
- No animals whatsoever are to enter the kitchen at any time.

22: 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 Youth Hall. They shall indemnify the LMPC 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.

23: Sale of Goods

The Hirer shall, if selling goods on the premises, comply with the Sale of Goods Act 1979 and any code of practice used in connection with such sales.

24: Cancellation by Hirer

If the Hirer needs to cancel their booking, within one month of the event date, LMPC will charge £10 admin fee.

25: Cancellation by the LMPC or the Youth Hall committee

LMPC reserves the right to cancel any agreed hiring where:

- The premises is required as a Polling Station for a Parliamentary or Local Government election or by-election.
- LMPC considers 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 occur at the premises due to this hiring.
- The premises have become unfit for the use intended by the Hirer.
- an emergency requiring the use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.
- Where clashes are discovered against prior bookings or regular community bookings such as the community café or youth club.
- An administrative error.

In any such case, the Hirer shall be entitled to a refund of any monies already paid, but LMPC shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

26: End of Hire

The Hirer is responsible for leaving the premises and surrounding area clean and tidy, and properly locked and secured as directed. Any contents moved or temporarily removed, must be properly replaced to their original positions. **Where additional cleaning or tidying is required, an additional £20 will be charged.** The Hirer must ensure the safekeeping of any keys provided and return them to the Parish Clark or nominated place.

27: Refusal of Booking

LMPC reserves the right to refuse a booking without giving a reason.

28: No alterations

The Hirer must obtain written approval from LMPC before making any changes to the premises, including installing fixtures or attaching decorations. If LMPC approves any alterations, fixtures, or fittings, the Hirer must remove them at the end of the hiring and restore the premises to their original state. If any alterations, fixtures, or fittings are left behind after the hiring period, LMPC may dispose of them at their discretion and charge the Hirer for any expenses incurred.

29: 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

30: Fire

Hirers must ensure that all precautions are taken against the risk of FIRE and damage to the property. Instructions for smoke/heat alarms/exits/equipment and what to do in the event of a fire can be found on the notice board inside the hall entrance. All means of EXITS from the premises must be kept free from obstruction and immediately available for instant public exit.

The emergency exit illuminated signs remain on permanently. The Youth Hall has no telephone. Please ensure you have a working mobile with you and that can get a local signal.

31: Opening and closing of the Youth Hall

Arrangements for access to the Youth Hall will be made shortly before your hire – please contact the Parish Clerk at lytchettmatravers@dorset-aptc.gov.uk or the LMYH Committee at LMYouthHall@gmail.com a few days before the event.

Please ensure that any outside caterers, contractors and bar staff (with accompanying licences) 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 licenced period. After eleven o'clock (unless extended under special licence), only those helping to clear up the Youth Hall should be on the premises.

32: Furniture

Please leave the Youth Hall clean and tidy. Please stack chairs and tables neatly. We ask you to ensure tabletops are wiped clean before being put away. Please ensure the kitchen is cleared and cleaned, the carpet is hoovered if necessary, and the WCs are clean and presentable. Please remove all rubbish and take it with you when you leave.

33: Health and Hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations, particularly in relation to dairy products. Vegetables and meat must be refrigerated.

34: Consideration for others

Please ask your guests to leave quietly at the close of your event and avoid loud talking or car doors banging in the car park, which can disturb residents.

You must not use drawing pins or tape on the walls or other surfaces, but you can use Blu-Tack or 3M Command hooks if you need to put up notices or decorations. Do not fix decorations near light fittings or heaters.

35: Faults/ damage/ comments

Please report any faults or damage to LMPC as soon as possible so that they can be rectified quickly. LMPC and the LMYH Committee welcome comments or observations that you may have about your hire of the Youth Hall

36: Payment

Payment is due within the terms specified within the Terms of Payment. Please note that cash and cheques are only accepted by prior agreement and must be agreed at the time of booking. LMPC is responsible for any costs incurred by LMPC if any cheque, so accepted, results in bank charges being levied.

Contravention of the Standard Conditions of Hire

The hirer is responsible for ensuring compliance with these conditions. If the hirer or others contravene these conditions, the committee may either withhold the damage deposit or charge additional fees at its discretion.