

# Tolpuddle Old Chapel Hire

Registered Charity No. 1159578

## Definitions

For the purposes of these conditions, the term THE HIRER will mean and individual or, where the hirer is an organisation, the authorised representative. The term TOCT will mean Tolpuddle Old Chapel Trust (Registered Charity 1159578), its premises fixtures and contents. The term TOCT will mean the Trustees of Tolpuddle Old Chapel Trust, its members and volunteers acting on its behalf.

### 1. Supervision

The Hirer will, during the period of hiring, be responsible for the supervision of TOC, its fabric and contents: their care, safety from damage, however slight: or change of any sort. THE HIRER will be responsible for the behaviour of all persons using TOC whatever their capacity: including proper supervision of car parking arrangements to avoid obstruction of the highway. THE HIRER will ensure that the minimum of noise is made on arrival and departure.

### 2. Use of TOC

THE HIRER will not use TOC for any purpose other than that described in the hiring agreement. THE HIRER will not sub-hire or sub-let TOC or allow TOC to be used for any unlawful purpose or in any unlawful way. THE HIRER will not allow anything to be brought onto the premises which may endanger TOC or make invalid any insurance policies in respect of TOC. THE HIRER will not allow the consumption of alcohol on TOC premises without prior agreement.

### 3. Licences – Music, Alcohol etc.

THE HIRER will be responsible for obtaining and complying with all licences and certificates as may be needed, statutory or otherwise, and any other regulations relating to the hiring. THE HIRER is responsible for the payment of any necessary fees. TOCT is licensed with PRS AND PPL to allow the playing of copyrighted music during periods of hiring. TOCT does **not** hold a TV licence.

### 4. Gaming, Betting and Lotteries

THE HIRER will ensure that nothing is done either on or in relation to TOC in contravention of the law relating to gaming, betting and lotteries.

### 5. Public Safety

THE HIRER will comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, Local Magistrates Court or other authority, particularly in connection with any event which includes public entertainment such as but not limited to dancing, music and stage performances. THE HIRER is responsible for nominating a responsible person or persons who must familiarise themselves with the emergency evacuation plan and the location of evacuation assembly points. THE HIRER will ensure that access to all emergency exits is maintained free of chairs, staging or any other movable or fixed obstruction.

### 6. Health and Hygiene

THE HIRER will, if preparing, serving or selling food, observe all relevant food, health and hygiene legislation and regulations.

### 7. Smoking and Vaping

THE HIRER will ensure that no smoking or vaping takes place anywhere within the building.

### 8. Flammables, Combustibles and Pyrotechnics

THE HIRER will ensure that no naked flames, paraffin heaters, oil lamps, gas heaters, bonfires, barbecues or other pyrotechnic devices are lit or used in any part of TOC, or within the immediate vicinity of the premises. THE HIRER will ensure that no combustible materials or decorations are placed near to light fittings or other possible sources of ignition.

### 9. Electrical Appliance Safety

THE HIRER will ensure that any electrical appliances or equipment brought into the premises have been tested and certified under the relevant regulations, and that they are safe and in good working order. Where relevant, THE HIRER must ensure that a portable residual circuit breaker is used with the equipment brought into TOC.

### 10. Indemnity and Insurance

TOC extends its Public Liability and accidental damage insurance cover to THE HIRER except where the hire is for Political or Commercial use. THE HIRER will indemnify TOCT against any damage to any part of the property or its contents that occurs as a result of the hiring. THE HIRER will indemnify TOCT against any claim for costs, losses or damages that occur as a result of using TOC. Where necessary, THE HIRER will be responsible for making arrangements for insurance cover against any third party claims which may be made against THE HIRER whilst using TOC.

# Terms and Conditions

### 11. Accidents and Dangerous Occurrences

THE HIRER must report all accidents involving injury to the public to a member of TOCT as soon as possible. Any failure of equipment, either belonging to TOC, or brought in by THE HIRER must also be reported as soon as possible. In accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations, certain types of accidents or injuries must be reported on a specified form to the local authority. A member of TOCT will assist any hirer in completing the form if necessary.

### 12. Animals

THE HIRER will ensure that no animals (including birds) except assistance dogs are brought into the premises other than for specific events given prior approval by TOCT. No animals whatsoever are to enter the kitchen area at any time.

### 13. Compliance with Safeguarding Children and vulnerable adults legislation

THE HIRER will ensure that, if the activities within TOC involve children or vulnerable adults, they have in place child protection and/or vulnerable adults policies and procedures that meet the legal requirements.

### 14. Fly Posting

THE HIRER will not carry out or permit fly posting or any other form of unauthorised advertisements for any event, and shall indemnify TOCT against all action, claims and proceedings arising from any breach of this condition. Failure to observe this condition may result in prosecution by the local authority.

### 15. Sale of Goods

THE HIRER will, if selling goods on the premises, comply with Fair Trading legislation and any code of practice applicable to 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 the Manufacturer's Recommended Retail Price.

### 16. Refusal and Cancellation of Booking

TOCT reserve the absolute right to refuse to accept a booking, entirely at their discretion. TOCT reserves the right to cancel a booking at any time whether before or during the term of the hiring agreement upon giving written notice to THE HIRER. Upon notice of cancellations by TOCT, THE HIRER will be entitled to repayment of any deposit that may have been paid. TOCT shall not be liable or any further payment or claim resulting from the cancellation. If THE HIRER wishes to cancel a booking before the date of the booking and TOCT is unable to secure a replacement booking, THE HIRER remains liable for the payment of the hiring fee, or whatever proportion of that fee which will be determined entirely at the discretion of TOCT.

### 17. Unfit for Use

In the event of TOC or any part of it being rendered unfit for use for the purpose for which it has been hired, TOCT will not be liable to THE HIRER for any resulting loss or damage whatsoever.

### 18. End of Hire

THE HIRER will be responsible for removing refuse originating from their hiring and leaving the premises in a clean and tidy condition, windows closed and doors locked, unless directed otherwise. Any items moved from their usual positions should be replaced. In the event of these conditions not being met, TOCT reserves the right to make an additional charge.

### 19. Payment

Payment is to be made promptly in accordance with terms agreed in the hiring agreement. Where no other specific terms have been agreed then payment is to be made within seven days against an invoice issued by TOCT.

### 20. Changes to Hire Charges

TOCT reserves the right to change hire charges but will give as much notice as possible for any changes.

### 21. Data Protection

Personal data necessary for the completion of the booking will be used by TOCT solely for the purpose of processing the booking. It will not be used for any other purpose or shared with any third party.