



# CONDITIONS OF HIRE

By confirming your booking by email, letter or in person, or by clicking the T&Cs box when booking online, you acknowledge that you have read, understood and agree to all the conditions listed and you are entering into a contract that could be used in evidence should legal action become necessary.

## 1. HIRER

The Hirer must be at least 18 years of age and accepts responsibility for being in charge and on the premises at all times when the public are present and for ensuring that all the Conditions under this Agreement relating to management and supervision of the premises are met.

Where an organisation is named, that organisation shall also be considered the hirer and shall be jointly liable with the person who signed the contract

## 2. SUPERVISION

During the period of hire you as hirer are responsible for:

- a) supervision of the premises, the fabric and the contents;
  - b) care of the premises, safety from damage however slight or change of any sort; and
  - c) the behaviour of all persons using the premises whatever their capacity.
- You must 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

You must not use the premises for any purpose other than that described in the Agreement and must 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 on to the premises anything which might

endanger the premises or render invalid any insurance policies covering the premises nor allow the consumption of alcohol without our written permission

#### **4. INSURANCE AND INDEMNITY**

You as hirer are liable for:

- a) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including its curtilage or its contents
- b) the cost of repair of any damage (including accidental and malicious damage) done to our WiFi service
- c) all claims, losses, damages and costs made against or incurred by us, volunteers or invitees in respect of damage or loss of property or injury to persons arising as a result of your use of the premises (including the storage of equipment) and your use of our WiFi service and
- d) all claims, losses, damages and costs made against or incurred by us as a result of any nuisance caused to a third party as a result of your use of the premises.

#### **5. MONEY-BASED GAMING AND BETTING**

Hirers should note that no gambling or betting (other than pre-agreed raffles at Trustees' discretion) shall be permitted on the premises.'

#### **6. MUSIC COPYRIGHT LICENSING**

Where required you must hold relevant licences under Performing Right Society (PRS) and/or the Phonographic Performance Licence (PPL).

#### **7. FILM**

You must restrict children from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. You must ensure that you have the appropriate copyright licences for film. This Agreement confers the required permissions onto you.

## 8. SAFEGUARDING

You must ensure that any activities for children, young people and other vulnerable adults are only provided by fit and proper persons in accordance with the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, you must provide us with a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS).

## 9. PUBLIC SAFETY COMPLIANCE

You must comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and our fire risk assessment. Hirers must conduct their own risk assessments as per the Health & Safety and Protection of Children and Vulnerable Adults policies

You acknowledge that you 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 Centre.
- The location and use of fire equipment.
- 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.

In advance of any activity you must check the following items:

- That all fire exits are unlocked.
- 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 there are no 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.

## **10. NOISE**

You must ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning.

## **11. ALCOHOL AND DRUGS**

You must ensure that:

- a) no one using the Moresk Centre consumes excessive amounts of alcohol
- b) no illegal drugs are brought onto the premises.
- c) drunk and disorderly behaviour is not permitted, either on the premises or in its immediate vicinity.

## **12. FOOD, HEALTH AND HYGIENE**

You must, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.

## **13. ELECTRICAL APPLIANCE SAFETY**

You must ensure that any electrical appliances brought by you to the premises and used there are safe and in good working order.

## **14. STORED EQUIPMENT**

We 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 hire period or we will charge fees each day or part of a day at the hire fee per hiring until the such property or equipment is removed.

## **15. ACCIDENTS**

You must report to us as soon as possible any failure of our equipment or equipment brought in by you. You must report all accidents involving injury to the public to us as soon as possible and complete the relevant section in our accident book.

## 16. EXPLOSIVES AND FLAMMABLE SUBSTANCES

You must ensure that:

- a) Highly flammable substances are not brought into or used in any part of the premises.
- b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are erected without our consent.

## 17. HEATING

No additional heating appliances whatsoever, should be brought into, or used on the premises

## 18. ANIMALS

No animals of any kind, except Guide dogs, Hearing dogs and Assistance dogs are allowed on the premises.

## 19. FLY POSTING

You must not carry out, or permit fly posting, or any other form of unauthorised advertisements for any event taking place at the premises. You must indemnify us accordingly against all actions, claims and proceedings arising from any breach of this Condition.

## 20. WIFI SERVICES

You agree not to use the WiFi service for any of the following purposes:

- a) disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;
- b) transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice;
- c) interfering with any other persons use or enjoyment of the WiFi service;  
or
- d) making, transmitting or storing electronic copies of material protected by copyright without permission of the owner;

- e) to keep any username, password, or any other information which forms part of the WiFi service security procedure confidential, and not to disclose it to any third party.

## **21. PRIVACY AND DATA PROTECTION**

By making a booking you agree that:

- a) We may collect and store personal data through your use of our WiFi service and our Booking system.
- b) We may process all information about you which is provided in relation to our WiFi service in accordance with your legal rights under the Data Protection Act 2018 and solely for the purposes of offering the WiFi service

## **22. END OF HIRE**

You are 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 we may make an additional charge.