

The Broadway Centre – Hiring Agreement

This document is a modification of a Model Hiring Agreement provided for Village Halls by ACRE (Action with Communities in Rural England).

By signing an agreement to use the Broadway Centre they are entering into a contract that could be used in evidence should legal action become necessary.

1. PARTIES:

- 1.1. Sandown Town Council referred to as STC
- 1.2. The person or organisation hiring the Hall as shown on the Booking Form referred to as the Hirer.

AGREED as follows:

Throughout this Agreement:

- 1.3. The Broadway Centre, where referred to as “we”; “our”, is to be construed accordingly and “we” and “us” mean and include the council’s employees, volunteers, agents, councillors and invitees.
- 1.4. The person or organisation named as hirer on the Booking Form is referred to as “you”; and “your” is to be construed; accordingly, “you” also includes the members of your management committee (if appropriate), your employees, volunteers, agents, and invitees.
- 1.5. Where you must seek our consent, tell us about something or give us something, you must speak to and seek consent from the Caretaker or, if the Caretaker is not available, the Clerk or RFO (clerks@sandowntowncouncil.gov.uk)
- 1.6. In consideration of the hire fee described in the booking arrangements, we agree to permit you to use the premises for the purpose described and for the times described in the Booking Form. The details inserted below are terms of this Agreement.
- 1.7. This Agreement includes the annexed Standard Conditions of Hire and the Special Conditions of Hire (if any) set out in the attached Schedule.

2. FACILITIES FOR HIRE

General Information

- 2.1. The centre is fully disabled compliant with baby changing facilities.
- 2.2. The kitchen is fully equipped with hob and oven, fridge /freezer and dishwasher plus a hot drinking water supply, pots and pans, crockery and cutlery, washing up products and refuse bags, but does not include tea towels.
- 2.3. Tables and chairs (with trolleys to move them in the main hall) are provided but it is the responsibility of the hirer to put up and take down (if assistance is required please let us know, as we will do our best to help but cannot guarantee assistance will be available)

- 2.4. There is CCTV in the main areas of the center and site.
- 2.5. Car parking is available on site.
- 2.6. The storage of any items or equipment is not permitted.
- 2.7. Please note that the facilities are closed for all Bank Holiday weekends and Christmas.
- 2.8. Bouncy Castles are no permitted.

Main Hall

- 2.9. The hall accommodates 150 people standing and 100 seated.
- 2.10. The main hall is available for hire from:
9:00 – 23:00 Monday to Saturday (music finish at 10.30pm)
9:00 – 17:00 Sunday
- 2.11. Weekend hire of the hall is for a minimum of 3 hours.
- 2.12. The hall is fitted with a hearing loop. Please advise staff if you require the loop to be switched on.

Main Meeting Room

- 2.13. The meeting room has a maximum capacity of 24 seated.
- 2.14. It is available to hire from 9:00 – 23:00 Monday to Friday
- 2.15. Evening bookings have a two hour minimum.

Small Meeting Rooms

- 2.16. There are two small meeting rooms with the capacity to seat 4.
- 2.17. These rooms include an en-suite WC.
- 2.18. Please note these rooms to not have windows.
- 2.19. These rooms are not available in the evening or weekends

3. PREPARATION

Date(s) required

- 3.1. These are the dates and times entered on the completed booking form and should include set-up and clean down.

Day(s) Month

Time required (Hours)

Sandown Town Council

- (a) Authorized Representative – Richard Priest
- (b) Address: Broadway Centre, Broadway, SANDOWN, Isle of Wight, PO33 2QG
- (c) Telephone Number: 01983 300329
Email: clerks@sandowntowncouncil.gov.uk

Hirer

- 3.2. As named on the booking form where contact details are also entered
- (a) Name
 - (b) Organisation
 - (c) Name of Organisation's Authorised Representative Address, Telephone Numbers & Email

Hire Fees

- 3.3. STC requires fees be paid in full five working days in advance for one-off bookings. a bond to be paid when making a booking of £25. This can be paid either via cash/cheque or by BACS (account details on request).

Cancellation

- 3.4. The Main Hall is the meeting venue for Sandown Town Council meetings. As such we hereby reserve the right to terminate this Agreement by not less than three days' notice to you in the event of the hall being required on the same date/time for the fulfilment of this purpose.
- 3.5. In the event of such termination by us, we will refund to you all monies paid by you to us. We will not, however, be liable to make any further payment to you in respect of expenses, costs or losses incurred directly or indirectly by you in relation to any such termination.

Premises

- 3.6. The booking agreement covers the part(s) of the premises specified on the booking form

Purpose/description of hiring

- 3.7. These purposes are specified on the booking form

Other Terms

- Will tickets be sold for your event? Yes/No
 - Is food to be provided at the event? Yes/No
 - Is alcohol to be provided at the event? Yes/No
 - Will there be exhibition of a film? Yes/No
 - Will live music be performed or recorded music played? Yes/No
- 3.8. You agree not to exceed the maximum permitted number of people per room including the organisers/performers.
- 3.9. The hall does have a licence: with the Performing Right Society (PRS) for the performance of copyright music from Phonographic Performance Licence (PPL). You may need to obtain an additional license for certain activities like dance or exercise classes.
- 3.10. We do not have a Premises License authorising entertainment and the sale of alcohol A temporary licence **permitting the sale** of alcohol must be obtained from the Isle of Wight

Council (www.iwight.com or tel: 812000) 21 days in advance of the event and a copy provided to the Town Council with the hire form.

There is a limit on the number of TENs that can be granted annually for any premises. Lack of co-operation could affect future fundraising by us and by local voluntary organisations.

- 3.11. You shall comply with all conditions and regulations made in respect of the premises by the Isle of Wight Council, Licensing Authority or any other Statutory or Regulatory Body, particularly in connection with any event which includes public dancing, music, stage shows or other similar public entertainment.
- 3.12. You agree with us to be present (by your authorised representative, if appropriate) during the hiring and to comply fully with this Agreement
- 3.13. We and you hereby agree that the Standard Conditions of Hire (see below), together with any additional conditions imposed under the Premises Licence or that we deem necessary, form part of the terms of this Agreement unless we and you agree in writing.
- 3.14. None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement - as signed on the booking form, duly authorised by DVHMC, and as signed by the Hirer as described on the Booking Form.

4. STANDARD CONDITIONS OF HIRE

- 4.1. If you are in any doubt as to the meaning of any of the Conditions, you must seek clarification from us without delay.

Age

- 4.2. You, not being a person under 18 years of age, hereby accept responsibility for overseeing and on the premises at all times when the public are present and for ensuring that all Standard Conditions under this Agreement relating to management and supervision of the premises are met.

Supervision

- 4.3. During the period of the hiring, you are responsible for:
 - i. Supervision of the premises, the fabric, and the contents.
 - ii. Care of the premises, safety from damage however slight or change of any sort; and
 - iii. The behavior of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements.
- 4.4. As directed by us, 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.

Use of premises

- 4.5. You must not use the premises, including the car park, 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.

Insurance and indemnity

- 4.6. You are liable for:
- i. Costs arising from accidental and malicious loss or damage and for loss or damage arising out of your negligence to any part of the premises including its curtilage or its contents.
 - ii. Costs arising from accidental and malicious loss or damage and for loss or damage arising out of your negligence done to our Wi-Fi service (if any).
 - iii. The cost of repair of any damage (accidental and malicious) done to any part of the premises including its curtilage or its contents.
 - iv. All claims, losses, damages, and costs made against or incurred by us, our employees, volunteers, agents, 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 Wi-Fi service, and
 - v. 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 and/or the use of our Wi-Fi service, and subject to sub-clause (ii), you must indemnify us against such liabilities.
- 4.7. We will take out adequate insurance to ensure the liabilities described above and may, in our discretion and in the case of non-commercial hirers, insure the liabilities also described above. We will claim on our insurance for any liability you incur but you must indemnify us against: -
- i. Any insurance excess incurred and the difference between the amount of the liability and the monies we receive under the insurance policy.
 - ii. Where we do not insure the liabilities described above, you must take out adequate insurance to insure such liability.
 - iii. and on demand must produce the policy and current receipt or other evidence of cover. If you fail to produce such policy and evidence of cover, we will cancel this Agreement and re-hire the premises to another hirer.
 - iv. We are insured against any claims arising out of our own negligence.

Gaming, Betting, and lotteries

- 4.8. You must ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting, and lotteries.

Music Copyright licensing

- 4.9. You must ensure that we hold relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, you must hold such licence(s).

Music

- 4.10. You must have our written permission for performance of live music and the playing of recorded music under the Deregulation Act 2015. This Agreement confers that permission.

Film

- 4.11. 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 permission on you. (The Deregulation Act 2015 requires you to have our written permission to show a film).

5. SAFEGUARDING CHILDREN, YOUNG PEOPLE, AND ADULTS AT RISK

- 5.1. If hiring for parties / events and children's parties, you must ensure that there is always a minimum of two competent adults in attendance, throughout the period of the hire.
- 5.2. You must ensure that any activities for children, young people and adults at risk are only provided by fit and proper persons in accordance with the Children Act 1989 and 2004, the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation.
- 5.3. 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).
- 5.4. All reasonable steps must be taken to prevent harm, and to respond appropriately when harm does occur. Relevant concerns must be reported.

6. PUBLIC SAFETY COMPLIANCE

- 6.1. 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 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.
- 6.2. You must also comply with our health and safety policy.
- 6.3. You must call the Fire Service to any outbreak of fire, however slight, and give details to the Clerk or Caretaker. You acknowledge that you have received instruction in the following matters:
 - i. The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
 - ii. Location of fire-fighting equipment is detailed in paperwork in the Hall. You and any other designated responsible adult must be aware of the position of the Fire exits, Fire extinguishers, evacuation procedure and rendezvous point (copy attached).
 - iii. Escape routes and the need to keep them clear.
 - iv. Method of operation of escape door fastenings.
 - v. Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
 - vi. Location first aid boxes (next to the serving hatch in the kitchen).
- 6.4. In advance of any activity whether regulated entertainment or not you must check the following items:
 - i. That all fire exits are unlocked, and panic bolts are in good working order.

- ii. That all escape routes are free of obstruction and can be safely used for instant free public exit.
- iii. That any fire doors are not wedged open.
- iv. That exit signs are illuminated.
- v. That there are no fire-hazards on the premises.
- vi. That emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the premises are occupied.

7. NOISE

- 7.1. You must ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. You must, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.
- 7.2. Music cannot be played after 10:30 pm

8. DRUNK AND DISORDERLY BEHAVIOUR AND SUPPLY OF ILLEGAL DRUGS

- 8.1. You must ensure that in order to avoid disturbing neighbours of the hall and avoid violent or criminal behaviour:
 - i. No one attending the event consumes excessive amounts of alcohol
 - ii. No illegal drugs are brought onto the premises.
 - iii. Drunk and disorderly behaviour is not permitted either on the premises or in its immediate vicinity. We will ask any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way to leave the premises in accordance with the Licensing Act 2003.

9. FOOD, HEALTH AND HYGIENE

- 9.1. You must, 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.
- 9.2. The premises are provided with a refrigerator.

10. ELECTRICAL APPLIANCE SAFETY

- 10.1. You must ensure that any electrical appliances brought by you to the premises and used there are 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 you must make use of it in the interests of public safety.

11. STORED EQUIPMENT

- 11.1. 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.
- 11.2. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or we will charge fees each day or part of a day at the hire fee per hiring until the same is removed.
- 11.3. We may, in our discretion, dispose of any items referred to below by sale or otherwise on

such terms and conditions as we think fit, and charge you any costs we incur in storing and selling or otherwise disposing of the same, in any of the following circumstances:

- i. Your failure either to pay any charges in respect of stored equipment due and payable or to remove the same within seven days after the agreed storage period has ended
- ii. Your failure to dispose of any property brought on to the premises for the purposes of the hiring.

12. SMOKING

- 12.1. You must comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. We will ask any person who breaches this provision to leave the premises.
- 12.2. You must ensure that anyone wishing to smoke does so outside in the designated smoking area and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire. There is a purpose built receptacle on the wall on the left side of the to the left of the bin store.

13. ACCIDENTS AND DANGEROUS OCCURRENCES

- 13.1. 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, to be found in the kitchen.

14. EXPLOSIVES AND FLAMMABLE SUBSTANCES

- 14.1. You must ensure that:
 - i. Highly flammable substances are not brought into or used in any part of the premises.
 - ii. No internal decorations of a combustible nature (e.g., polystyrene, cotton wool) are erected without our consent.

15. HEATING

- 15.1. You must ensure that no unauthorised heating appliances are used on the premises when open to the public without our consent. You must not use portable liquefied propane gas (LPG) heating appliances.

16. ANIMALS

- 16.1. You must ensure that guide dogs, hearing dogs and assistance dog owners are allowed on the premises.
- 16.2. No other animals are permitted inside the building.

17. FLY POSTING

- 17.1. You must not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises and must indemnify and keep indemnified us accordingly against all actions, claims and proceedings arising from any breach of this Condition. If you fail to observe this Condition, you may be prosecuted by the local authority.

18. SALE OF GOODS

18.1. You must, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. You must ensure that the total prices of all goods and services are prominently displayed, as must be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

19. WIFI SERVICES

19.1. When using the Wi-Fi service, you agree at all times to be bound by the following provisions:
Not to use the Wi-Fi service for any for the following purposes:

- i. Disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material or otherwise breaching any laws.
- ii. 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.
- iii. Interfering with any other persons use or enjoyment of the Wi-Fi service; or
- iv. Making, transmitting, or storing electronic copies of material protected by copyright without permission of the owner.
- v. The Guest Wifi is not password protected. If permitted access to a secure WiFi network, You are obliged to keep any username, password, or any other information which forms part of the Wi-Fi service security procedure confidential and not to disclose it to any third party.
- vi. We have the right to suspend or terminate our Wi-Fi service immediately in the event that there is any breach of any of the provisions of these Standard Conditions including without limitation:
 - If you use any equipment which is defective or illegal.
 - If you cause any technical or other problems to our Wi-Fi service.
 - If, in our opinion, you are involved in fraudulent or unauthorised use of our Wi-Fi service.
 - If you resell access to our Wi-Fi service; or
 - If you use our Wi-Fi service in contravention of the terms of these Standard Conditions.

19.2. Although we aim to offer the best Wi-Fi service possible, we make no promise that the Wi-Fi service will meet your requirements. We cannot guarantee that our Wi-Fi service will be fault-free or accessible at all times.

19.3. It is your responsibility to ensure that any Wi-Fi enabled device used by you is compatible with our Wi-Fi service and is switched on. The availability and performance of our Wi-Fi service is subject to all memory, storage, and any other limitations in your device.

19.4. We are not responsible for data, messages, or pages that you may lose or that become misdirected because of the interruptions or performance issues with our Wi-Fi service or wireless communications networks generally.

19.5. We may impose usage, or service limits, suspend service, or block certain kinds of usage in our sole discretion, to protect other users of our Wi-Fi service. Network speed is no indication of

the speed at which your Wi-Fi enabled device or our Wi-Fi service sends or receives data. Actual network speed will vary based on configuration, compression, and network congestion.

19.6. In addition:

- We may collect and store personal data through your use of our Wi-Fi service.
- We may process all information about you which is provided in relation to our Wi-Fi service in accordance with your legal rights under the Data Protection 1998 and solely for the purposes of offering the Wi-Fi service.

19.7. By using our Wi-Fi service, you agree to the terms of this clause.

20. CANCELLATION

20.1. If you wish to cancel the booking before the date of the event and we are unable to conclude a replacement booking, we will, at our complete discretion, require payment of the hire fee.

20.2. All regular block bookings must give 1 weeks' notice of cancellation of any dates or may be charged at the discretion of the Town Clerk.

20.3. We reserve the right to cancel this Agreement by giving you written notice in the event of:

- i. The premises being required for use as a Polling Station for a Parliamentary or Local Government election or by- election.
- ii. Our reasonably considering that (a) such hiring will lead to a breach of licensing conditions, if applicable, or other
- iii. legal or statutory requirements, or
- iv. Unlawful/unsuitable activities will take place as a result of this hiring.
- v. The premises becoming unfit for your intended use.
- vi. Emergency requiring use as a shelter for the victims of flooding, snowstorm, fire, explosion, or those at risk of these or similar disasters.
- vii. In any such case you will be entitled to a refund of any deposit already paid, but we will not be liable to you for any resulting direct or indirect loss or damages whatsoever.

21. END OF HIRE

21.1. You are responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured if directed, and any contents temporarily removed from their usual positions properly replaced, otherwise we may make an additional charge.

21.2. This includes:

- leaving the premises and outside surrounding areas in a clean and tidy condition,
- clearing all empty bottles and other rubbish caused during the period of hire in the black sacks provided and placing in the bin outside the kitchen door.
- placing unused foodstuffs should be put in the compost bin.
- shall ensure that all electrical appliances are turned off, unless otherwise directed.

21.3. If the caretaker has to undertake additional cleaning as a result of the hire, the hirer will be sent an invoice to pay for the caretaker's overtime.

- 21.4. The Hirer is responsible for leaving the hall clear of tables or chairs and ensure all tables and chairs are stacked safely in the back hallway. Trolleys to move the tables and chairs are provided.
- 21.5. Any damage which occurred during the hire must to be notified to the Caretaker or the Town Clerks as soon as practicable.

22. SET UP AND CLEAR UP

- 22.1. Please ensure you include adequate time for setting up and clearing up in your hire time

23. LEAVING THE PREMISES

- 23.1. Hirers are responsible for ensuring that they do not create noise or nuisance to neighbouring properties when entering and leaving the premises, particularly late at night.

24. NO ALTERATIONS

- 24.1. You must not make any alterations or additions to the premises nor install or attach any fixtures or placards, decorations, or other articles in any way to any part of the premises without our prior written approval.
- 24.2. In our discretion, any alteration, fixture or fitting or attachment which we have approved may remain in the premises at the end of the hiring. Such items will become our property unless you remove them, and you must make good to our satisfaction any damage you cause to the premises by such removal.

25. NO RIGHTS

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

26. SPECIAL CONDITIONS RELATING TO COVID-19

Note: These conditions are supplemental to, not a replacement for, the hall's ordinary conditions of hire.

- 26.1. You will be responsible for cleaning door handles, light switches, window catches, equipment, and all surfaces likely to be used during your period of hire **before** other members of your group or organisation arrive and to keep the premises clean through regular cleaning of surfaces during your hire, paying particular attention to wash hand basins and kitchen sinks (if used), using either the products supplied (which will be in a clearly accessible location) or your own ordinary domestic products. You will be required to clean again on leaving.
- 26.2. Please take care cleaning electrical equipment. Use cloths - do not spray!
- 26.3. You will make sure that everyone likely to attend your activity or event understands that they **MUST NOT DO SO** if they or anyone in their household has had COVID-19 symptoms in the last 48 hours.
- 26.4. Where weather conditions permit, You will keep the premises well ventilated throughout your hire, with windows and doors open as far as convenient. You will be responsible for ensuring they are all securely closed on leaving.
- 26.5. We will have the right to close the hall if there are safety concerns relating to COVID-19, for example, if someone who has attended the hall develops symptoms and thorough cleansing

is required or if it is reported that the Special Hiring Conditions above are not being complied with, whether by you or by other hirers, or in the event that public buildings are asked or required to close again. If this is necessary, we will do our best to inform you promptly and you will not be charged for this hire.

Pricing:

Hall

£20 per hour weekday

£22 per hour evenings

£25 per hour weekends

Main Meeting Room (not available at weekends)

£15 per hour

£10 per hour (approved charitable and not for profit organisations only).

Small 1-1 Rooms

£8

Dimensions and Capacity:

	Width (Ft)	Length (Ft)	Total (Ft)	Width (M)	Length (M)	Total (M)	Capacity
Hall	35.80	37.60	1346.08	11.43	10.87	124.24	31
Room 1	9.10	19.30	175.63	2.99	5.87	17.55	4
Room 2	17.00	19.30	328.10	5.18	5.87	30.41	8
Rooms 1 and 2	26.10	38.60	503.73	8.17	11.74	47.96	12
Room 3	6.70	14.20	831.83	2.00	4.30	8.60	2
Room 4	7.20	14.20	1335.56	2.20	4.30	9.46	2