

The Warminster Athenæum Trust

(Registered Charity 1086353)

STANDARD CONDITIONS FOR HIRE

The following conditions apply for all hirings of part or parts of the Centre.

Additional conditions may apply for the hiring of function rooms and theatrical or musical presentations at the Centre.

These will be contained in Special Conditions of Hire attached to the hiring agreement.

(If the Hirer is in any doubt as to the meaning of the following the Booking Secretary should immediately be consulted.)

For the purposes of these conditions the term HIRER shall mean an individual hirer or, where the hirer is an organisation, the authorised representative.

SUPERVISION

THE HIRER will during the period of the hiring be responsible for supervision of the area of hire; the fabric and the contents; their care and safety from damage however slight, or change of any sort; 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. Please be reminded the yard area is not the property of the Athenæum and parking there is by arrangement only.

USE OF PREMISES

THE HIRER shall not use the premises 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 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 consumption of alcohol thereon without written permission.

LICENCES

THE HIRER shall be responsible for obtaining such licences as may be needed whether from the Performing Right Society, from Phonographic Performance Ltd or otherwise, and for the observance of the same.

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.

PUBLIC SAFETY COMPLIANCE

THE HIRER shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Local Magistrates' Court or otherwise particularly in connection with any event which includes public dancing, or music, or other similar public entertainment, or stage plays.

HEALTH AND HYGIENE

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

ELECTRICAL APPLIANCE SAFETY

THE HIRER shall ensure that any electrical appliances brought by him to the premises and used there shall be safe and in good working order, and used in a safe manner. All electrical items must be PAT tested. This can be done by the Lighting Technician. Where a residual circuit breaker is provided under terms of the PEL or CPL, the hirer must make use of it in the interests of public safety.

INDEMNITY

THE HIRER shall indemnify the committee for the cost of repair of any damage done to any part of the property, including the curtilage thereof, or the contents of the buildings which may occur during the period of the hiring as a result of the hiring. THE HIRER shall be responsible for making arrangements to insure against any third party claims which may lie against him or her (or the organisation if acting as a representative) whilst using the Centre. The Centre is insured against any claims arising out of its own negligence.

The Warminster Athenæum Trust

(Registered Charity 1086353)

ACCIDENTS AND DANGEROUS OCCURRENCES

THE HIRER must report all accidents involving injury to the public to a member of the Management Committee as soon as possible. Any failure of equipment either that belonging to the Centre or brought in by the hirer must also be reported as soon as possible. Certain types of accident or injury must be reported on a special form to the Local Authority. The Booking Secretary will give assistance in completing this form. This is in accordance with the Executive Reporting of Injuries, Diseases and Dangerous Occurrences Regulation 1995.

ANIMALS

THE HIRER shall ensure that no animals (including birds) except guide dogs are brought into the Centre, other than for a special event agreed to by the Committee. No animals whatsoever are to enter the kitchen at any time.

COMPLIANCE WITH THE CHILDREN ACT

THE HIRER shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act 1989 and that only fit and proper persons have access to the children. (See our Children's policy)

FLY POSTING

THE HIRER shall not carry out or permit fly posting or any other form of unauthorized advertisements for any event taking place at the Centre, and shall indemnify the Committee accordingly against all action, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

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.

CANCELLATION

IF THE HIRER wishes to cancel the booking before the date of the event and the Committee is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Committee.

CANCELLATION

THE COMMITTEE reserves the right to cancel this hiring in the event of the Centre being required for use as a Polling Station for a Parliamentary or Local Government election or bye-election, in which case the Hirer shall be entitled to a refund of any deposit already paid.

UNFIT FOR USE

THE COMMITTEE in the event of the Centre or any part thereof being rendered unfit for the use for which it has been hired, shall not be liable to the hirer for any resulting loss or damage whatsoever.

REFUSAL OF BOOKING

THE COMMITTEE reserves the right to refuse a booking without notice, or to cancel this hiring agreement at any time either before or during the term of the agreement upon giving 7 days notice in writing to the hirer. **THE HIRER** shall be entitled upon such notice to reimbursement of such monies including the deposit or a proportion of the same as have been paid by the hirer to the Committee. The Committee shall not be liable to make any further payment to the hirer.

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 committee shall be at liberty to make an additional charge. Stage, backstage and dressing rooms must be clear of all chattels and scenery at the close of the clear up period and removed from the Centre grounds and building no later than 48 hours after the clear up period. The Committee shall be at liberty to dispose of left items at its discretion after this period.

NOISE

THE HIRER shall ensure that the minimum of noise is made on arrival and departure.

The Warminster Athenæum Trust

(Registered Charity 1086353)

SECURITY

THE HIRER shall ensure that any keys given to gain access to the Centre and the area of hire shall not be copied, nor shall they be used by any other person than the hirer, or his named representative/s made known to the Booking Secretary prior to the event.

NO SMOKING

THE HIRER shall ensure that the no smoking policy for all parts of the Centre is upheld by all, including members of the public attending the hirer's event at all times. Be reminded that there are cigarette bins near to the rear and front doors for the clean and safe disposal of cigarette ends. Please do not litter.

OTHER USERS AND NEIGHBOURS

THE HIRER shall ensure that nothing shall be done to hinder or disrupt other users or volunteers at the Centre, or its neighbours by way of noise, obstruction, nuisance or any other manner.

STAGE AND BACKSTAGE

Notwithstanding the conditions and special conditions of hire, THE HIRER shall ensure that the stage, backstage, corridors, toilets and dressing rooms are kept in a tidy and safe manner at all times, prior to, during, between and after performances for the duration of the hiring in accordance with the Health and Safety Policy of the Centre.

As Witness the hands of the parties hereto:

Date Signed

.....
Signed by the person named in the Hiring Agreement on behalf of **The Warminster Athenæum Trust** (the landlord)

Date Signed

.....
Signed by the person named in the Hiring Agreement as or on behalf of the **Hirer**