



**TERMS AND CONDITIONS OF HIRE
THE EXCHANGE
(F-509b-100915)**

This Agreement constituting the Room Hire Booking Form, these Terms and Conditions and the Health and Safety Information is made between the Hirer and the Council. The parties agree that the hiring will be carried out in accordance with this Agreement.

1. Definitions and Interpretation

- 1.1 The Exchange – Means the Exchange, New Directions (Rugby) Ltd. 27 Bilton Road, Rugby, Warwickshire, CV22 7AN.
- 1.2 The Hirer – means the person or organisation as set out on the Room Hire Booking Form.
- 1.3 The Premises – means the large room, the activity room, the quiet room and the technology room.
- 1.4 Total Amount Due – means the total amount that the Hirer is required to pay to the New Directions (Rugby) Ltd as set out on the Room Hire Booking Form.

2. Booking

- 2.1 The Hirer may submit his Room Hire Booking Form electronically or in paper form however; the Hirer's booking will only be accepted upon receipt of a signed Room Hire Booking Form.

3. Use of Premises

- 3.1 The Hirer shall not use the Premises for any purpose other than that

described on the Room Hire Booking Form 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 on the Premises without our prior written permission.

4. Licences

- 4.1 The Hirer shall be responsible for obtaining any licences and for completing any returns that may be required by the Performing Rights Society, Phonographic Performance Limited, The Copyright Licensing Agency Limited and all other similar bodies in connection with the hiring and the Hirer shall indemnify New Directions (Rugby) Ltd against the consequences of the Hirer's failure to do so.

5. Gaming, Betting and Lotteries

- 5.1 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.

6. Public Safety Compliance

- 6.1 The Hirer shall comply with all conditions and regulations made in respect of the Premises by the Fire Authority, Local Authority, the Local Magistrate's Court or otherwise, particularly in connection with any event which includes public dancing or music or similar public entertainment or stage plays.

7. Electrical Appliance Safety

7.1 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 and have been tested in accordance with current safety testing requirements.

8. Alterations

8.1 The Hirer must not make any alterations to the Premises or any other part of the Exchange without New Directions prior written consent.

9. Food and Drink

9.1 The Hirer shall if preparing, serving or selling food observe all relevant food and hygiene legislation and regulations.

9.3 If the Hirer wishes to use caterers on the Premises during the event the Hirer must ensure that the caterers comply with all health and hygiene legislations and regulations.

10. Animals

10.1 The Hirer shall ensure that no animals (including birds) except guide dogs are brought onto the Premises other than with the prior written consent of New Directions (Rugby) Ltd.

11. General regulations

11.1 The Hirer shall ensure that the following conditions are adhered to in full:

11.1.1 No preparation may be applied to the floors.

11.1.2 No interference with any equipment, books or any other materials.

11.1.3 No interference with the heating system.

12. Nuisance

12. The Hirer must not do or allow anyone attending their hiring to do anything on the Premises which is or may become a nuisance to the other hirers or to the occupiers of adjoining or neighbouring premises. The Hirer shall be responsible for requiring any person causing such a nuisance to leave the Premises. It is the Hirer's responsibility to ensure that the minimum of noise is made on arrival and departure.

13. Children

13.1 The Hirer shall ensure that where a hiring involves activities aimed predominantly at children, and/or the activity is positively supported by the school for the attendance of children, they have appropriate child protection policies and procedures in place and that they themselves and those persons likely to have contact with children have been subject to enhanced DBS checks.

13.2 Where the Hirer wishes to use the Premises for a purpose which involves a regulated activity as described by the Safeguarding of Vulnerable Groups Act 2006 New Directions (Rugby) Ltd will require the Hirer to provide evidence that the necessary DBS or any other appropriate checks have been carried out on all persons. New Directions (Rugby) Ltd reserves that right to review child protection policies and procedures and to impose any additional requirement they consider appropriate in connection with the hiring. If for any reason New Directions (Rugby) Ltd are not satisfied then they reserve the right to cancel any hiring and there shall be no liability to the Hirer other than to

refund any of the Total Amount Due (including any deposit paid).

14. Sale of Goods

14.1 The Hirer must not use the Premises for any auction sale, trade, business or manufacture without the written agreement of New Directions (Rugby) Ltd or for any illegal or immoral act or purpose and New Directions (Rugby) Ltd reserves the right to cancel with immediate effect any hiring where such use is taking or is intended to take place without refund of the Total Amount Due paid (including any deposit paid).

15. Unfit for Use

15.1 The Council may cancel any hiring if the Premises or any of the Exchange building is rendered unfit or become unavailable due to unforeseen circumstances and there shall be no liability to the Hirer other than to refund any of the Total Amount Due (including any deposit paid) for the cancelled hiring.

16. Refusal of Booking

16.1 New Directions (Rugby) Ltd may cancel any hiring if in its opinion the hiring organisation for which the Premises are hired has racist policies, regardless of the stated reason for hiring the building. In such event New Directions (Rugby) Ltd shall incur no liability to the Hirer whatsoever, other than the return of any of the Total Amount Due that has been paid by him in respect of such cancelled hiring.

17. End of Hire

17.2 The Hirer shall ensure that the Premises are vacated at the time specified on the Room Hire Booking

Form under 'Finish time of event' and no later than 10pm. In the event that the Hirer and his party have not vacated the Premises New Directions (Rugby) Ltd shall at its discretion make an additional charge.

17.3 The Hirer shall be responsible for leaving the Premises and surrounding area in a clean and tidy condition and any contents temporarily removed from their usual positions properly replaced, if this condition is not complied with the Council shall at its discretion make an additional charge.

18. Payment and Total Amount Due

18.1 The details of the Total Amount Due are set out on the Room Hire Booking Form.

18.2 If the Total Amount Due is more than £50.00 the Hirer shall pay a non-refundable deposit of 10 % of the Total Amount Due on making the booking. On receipt of the deposit and the signed Room Hire Booking Form confirmation of the booking will be sent by New Directions (Rugby) Ltd.

18.3 If the Total Amount Due is less than £50.00 confirmation of the booking will be sent by the Council on receipt of the signed Room Hire Booking Form.

18.4 The Hirer shall pay the Total Amount Due or any balance not less than 10 days before the hiring is to take place. If the booking is made 10 days or less before the Premises are required the Hirer shall pay the Total Amount Due immediately. Cheques should be made payable to 'New Directions (Rugby) Ltd'.

18.5 If payment is not made in accordance with this clause 18 or if any other terms of this Agreement not complied with then New Directions (Rugby) Ltd reserves the right to cancel the booking. Any amount paid by the Hirer will not be refunded.

19. Insurance

19.1 During the period of hiring, the Hirer shall be responsible for all damages, losses, claims and costs arising out of their use of the Premises and shall indemnify New Directions (Rugby) Ltd from and against any expense liability loss claim or proceedings including claims for personal injury to or the death of any person whatsoever arising out of the course of or caused as a result of the hiring except where due to the negligence of New Directions (Rugby) Ltd.

19.2.1 The Hirer is required to have adequate Public Liability Insurance in place for the use the Premises. **The level of indemnity of the Public Liability Insurance must be no less than £5,000,000 for each and every claim. An additional charge of 10% of the Total Amount Due plus 6% Insurance Premium Tax or a charge of £5 plus 6% Insurance Premium Tax whichever is the greater, will be incurred to all letting charges to cover the Hirer for the Public Liability Insurance.**

20. Cancellation

20.1 The Hirer must give New Directions (Rugby) Ltd at least 10 days notice of its wish to cancel the booking. If such notice is given the total amount due less the deposit paid shall be refunded to the Hirer.

20.2 If a booking is made more than 10 days prior to the date that the Premises are required and the Hirer cancels the booking without giving 10 days' prior written notice may at its

sole discretion refund 50% of the total amount due less the deposit paid.

20.3 If a booking is made less than 10 days prior to the date that the Premises are required and the Hirer cancels the booking New Directions (Rugby) Ltd will not be liable to refund any monies to the Hirer.

21. Health & Safety

21.1 The Hirer acknowledges that he has been provided with a copy of the risk assessment for the Premises. If the Hirer for any reason considers that the risk assessment document requires any amendment to reflect the Hirers proposed use of the Premises the Hirer must make New Directions (Rugby) Ltd aware and provide New Directions (Rugby) Ltd details in writing of the necessary amendments.

21.2 The Hirer agrees to comply with the terms set out in the Health and Safety Information document.

21.3 The Hirer acknowledges that he is familiar with the following:

- a) Fire alarm points
- b) Fire evacuation procedures, routes, refuge point and assembly point
- c) Location of telephone
- d) Location of first aid kit
- e) Location of the accident reporting book

21.4 In accordance with the Premises' fire evacuation plan the Hirer is required to:

- a) Keep a register of people in the Premises and people who leave the Premises early;

- b) Familiarise all participants with the position of a telephone, fire alarm points, fire evacuation routes, fire refuge points and fire assembly point.
- c) Ensure that all necessary arrangements have been made to evacuate wheelchair bound participants from the building or to the fire refuge point.

21.5 The Hirer is advised to carry out a practice evacuation of the Premises to highlight any points for concern.

22. Data Protection

22.1 Personal data supplied on the Room Hire Booking Form will be held on computer and will be used in accordance with the Data Protection Act 1998 for statistical analysis, management, planning and in the provision of services by New Directions (Rugby) Ltd.

23. General Terms

23.1 If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in force and effect, and such invalid or unenforceable provisions or portion thereof shall be deemed omitted.

23.2 No term of this agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this agreement, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

23.3 This Agreement will be governed by and interpreted in accordance with the laws of England and the English courts shall have exclusive jurisdiction with respect to any dispute arising under this Agreement.

New Directions General Health and Safety information

HEALTH & SAFETY INFORMATION

Fire

A Fire risk assessment has been carried out for the exchange. The assessments have identified the controls in place for fire safety. To ensure that these controls are met the event organiser will be responsible for persons under his/her control whilst on site and must notify their group members of the fire arrangements for the building, i.e. nearest exit door and assembly point.

Fire Instructions

What to do if you discover a fire:

- Raise the alarm immediately by pressing on of the break glass points
- Leave immediately by the nearest safe exit route, move quickly but do not run
- Report to the designated assembly point which is located the very far end of the carpark.

- Stay outside the building and await the arrival of the Fire and Rescue Service and only return to the building when a member of staff gives the all clear.
- If safe to do so call the on-call phone number which is on the fire notices located around the building.

If you hear the alarm or are warned of a fire:

- Leave by the nearest safe exit route, move quickly do not run.
- Assist any person with disabilities
- Report to the assembly point which is located.....
- Stay outside the building and await the arrival of the Fire and Rescue Service and only return to the building when a member of staff gives the all clear.

The fire risk assessment is available and located with the generic risk assessments in the community resource area.

Accident/Incident Book

Details of accidents which result in an injury must be entered in the accident book. The accident book is kept in the community resource area at the front end of the building Any member of staff can make an entry in the accident book either following an accident to themselves or on behalf of the injured person.

First Aid

First aid boxes are located in the kitchen on the windowsill.

Risk Assessments

Generic risk assessments are completed for the building and are located in the community resource area in the front of the building and room users are responsible for completing their own specific risk assessments if required activities undertaken on site and are accessible on the website using the following link <http://newdirectionsrugby.org.uk/theexchange>

Hazardous Substances

An inventory of all chemicals kept on site is maintained and updated. Appropriate control measures are identified for all hazardous substances in the form of risk assessments. All cleaning supplies are stored behind a locked door.

Electrical Equipment

All electrical equipment kept on site is subject to regular inspection and testing. An inventory of all electrical equipment is available. Should you use your own electrical equipment whilst on site, you must ensure it is safe (i.e. through an inspection and testing regime) before it is connected to our electrical supply.

Facilities

Toilets are situated on the ground floor.

Further Information and Advice

For further details regarding the use of the Exchange please phone 01788 577586 or email theexchange@newdirectionsrugby.org.uk