

Emma Hall Management Committee.

Registered Charity No.1167314.

Application for Hire of Facilities.

CONDITIONS OF LETTING FOR EMMA HALL.

1. Definitions.

- "The Management" means:- Emma Hall Management Committee.
- "The Hirer" means:- any person, club, group, body or other organisation identified on Booking Form and includes any committee or other governing body of the organisation, its officers, members, servants, agents, employees, temporary members and guests.
- "The Premises" means:- Emma Hall and includes fixtures, fittings and equipment.

2. Right of Entry.

- The right of entry to all parts of the premises is reserved at all times to Members of The Management Committee, officers and employees, to The Chief Constable of Northumbria Police, to The Chief Fire Officer for the area and their duly authorised agents or assistants.

3. Payments.

- An agreed payment must be paid in advance when the hirer's application has been approved. No event will be deemed as booked until such payment has been paid on receipt of an invoice and an official receipt has been obtained.
- For regular bookings, it may be possible to pay at the end of each month, but only by agreement with the management committee. In such instances invoices must be paid in a timely manner and always within 2 weeks of an invoice being issued.
- Should payment not be received in time, the management committee reserve the right to cancel any booking.

4. Sub Letting.

- The facilities are solely for use by the hirer who shall not sub-let or assign them to anyone else.

5. Cancellation by The Management.

In the event that:-

- a. The Management considers the hiring of the premises is or is likely to be of an objectionable or detrimental nature.
- b. The occurrence of any circumstances over which the Management have no control render the premises unavailable on the day/days on which the booking is made.
- c. The premises are required by a Returning Officer for a Parliamentary, Municipal or other Election or the Management need the premises for any Management business whatsoever then the booking of the premises may be cancelled. As much notice as is reasonably possible will be given to the Hirer.

6. Cancellation by the Hirer.

- The Hirer will inform the Management of any cancellation or other significant change not less than seven working days before the date of the intended hiring. In the event of the Hirer failing to do so the Management may forfeit the Hirer's payment/ deposit (if any) and/or make a further charge against the Hirer. The booking will not be deemed to be cancelled until after the applicant has been notified by the Management in writing.

7. Other Booking Information.

The Hirer should submit a booking as soon as possible.

- a. No meeting or event or other assembly must be publicly announced or advertised to take place on the premises until the fee has been paid and the booking confirmed.
- b. In certain cases the Management may agree to waive the normal hiring charges although the other conditions of this contract will still apply.
- c. The conditions of contract are binding on the Hirer from the date Management accepts the application and
- d. The Conditions regarding care of the premises are binding on the Hirer throughout the time the Hirer is in actual occupation.
- e. **The Hirer shall not occupy the premises for a longer period than set out in the approved application and shall make allowance in that period for all activities including preparation, setting up, dismantling and removal of all equipment.**
- f. The Hirer must not run over their booked time, preventing other user's access to/ usage of the premises. Additional charges may be levied to account for additional usage or compensate other user's loss of time.
- g. If the premises are booked for a number of consecutive evenings then, provided written permission is granted by the Management, equipment may be stored in the premises at the Hirer's own risk. NOTE. A fee may be charged for storage.
- h. The Management may direct that certain facilities or items of equipment shall be operated by members of Management or their staff. The Hirer is responsible for ensuring that any such directions are obeyed.
- i. The Management may expel or arrange for the expulsion from the premises of anyone who behaves in a disorderly, indecent or drunken manner.
- j. With the exception of Guide Dogs no other animal shall be allowed into the premises unless permission of the Management is given in writing.

8. Insurance.

- The Management accepts no liability whatsoever for any accident, loss, damage or other claim which may arise there from (unless such loss or damage is caused by the negligence of the Management) or from any misuse of the Premises by the Hirer, and the Hirer agrees to indemnify the Management against any such claim or liability. In support of such indemnity the Hirer shall if required, take out and maintain sufficient insurance, and shall produce to the Management if requested, evidence of such insurance.
- The Management strongly recommends the Hirer to seek professional advice on insurance.

9. Bar/ Catering Retail.

- a) The Hirer or anyone on his behalf shall not sell alcohol or tobacco on the premises.
- b) The Hirer shall not engage private caterers without first obtaining the written consent of the Management.

10. Care of Premises.

The Hirer shall at all times:-

- a) Nor bring onto the Premises any flammable or dangerous substance or material without specific permission.
- b) Make suitable arrangements with the Management for the attendance of Police Officers at the Premises if and when appropriate.
- c) Not use the Premises for any unlawful or immoral purpose.
- d) Not allow Betting on the Premises.
- e) Not damage or alter any part of the Premises or equipment or place any undue strain on the Premises or its existing services (for example overloading electrical circuits).
- f) Provide adequate First Aid arrangements.
- g) Comply with any instructions given by the Management in connection with the Premises including any furniture, equipment, display or performance whether or not any such item is provided by the Management or otherwise and in particular:-
 - i. Furniture is not to be moved except with the permission of the Management.
 - ii. No display material may be affixed in any way to walls, fittings or furniture other than to Notice Boards provided for the purpose.
 - iii. Exits and gangways must not be obstructed in any way.
- h) Adhere to all statutory requirements applying to the Premises e.g. Fire Regulations, Safety Certificates and Public Entertainment Licenses.
- i) Remove promptly at the end of the hiring all items brought onto the Premises by or on behalf of the Hirer and generally to leave the Premises in a tidy and reasonable condition.

In the event of the Hirer failing to observe and perform the conditions set out in this clause the hiring may be terminated forthwith and the Hirer shall be required to leave the Premises immediately and the Management reserves the right to make such further claims against the Hirer as may be appropriate.

11. Licences.

- The use of the Premises for a Public Performance of any nature is conditional on the Hirer obtaining the agreement of the Management and obtaining any Licences (for example a Temporary Theatre Licence must be obtained at least seven days before the date of the intended hiring). In the event of the Hirer using any playing or recording equipment at the function the Hirer shall be responsible for the payment of any Fees to the appropriate organisation e.g. The Performing Rights Society. The Management Committee will need confirmation in writing.

12. Safeguarding.

- The Hirer shall be responsible for obtaining any necessary checks for paid staff and volunteers engaged by the hirer for the care, supervision or instruction of children, young persons and adults at risk (for example through the Disclosure and Barring Service (DBS)). The Management Committee will ask for evidence of this in all cases as this is good practice in accordance with Government guidance.

13. Parking.

- The Management shall not be responsible for the provision of parking facilities in connection with any event organised by the Hirer. The Management will not accept responsibility for loss or damage to any vehicle or articles left in any vehicles. All Hirers should request their users to park legally and considerately.

14. Advertising.

- The Management reserve the right to approve any matter including advertisements for inclusion in programmes relating to events to be held at the Premises. The Hirer shall be responsible for ensuring that any such material is made available to the Management for inspection prior to its release. No photography, video or film may be taken in the Premises for commercial purposes or press or public reproduction without the consent of the Management.

15. Special Circumstances.

- The Hirer will draw to the Management's attention any circumstances which require special arrangements being made or involving additional costs to the Management. Failure to do so may result in the hiring being cancelled. In such an event the Management cannot accept any liability for any other expenses which the Hirer may have incurred in the course of the hiring.

16. Variations.

- The Management reserves the right to vary the regulations and conditions of the hiring charges from time to time at its sole discretion.