

AGREEMENT TO USE THE PAVILION AT BRIXHAM BOWLING CLUB

Parties

- (1) Brixham Bowling Club
- (2) The person or organisation hiring the Hall as shown on the Booking Form

Agreed as follows:

1. Throughout this Agreement:

- Brixham Bowling Club where referred to as “we”; “our” is to be construed accordingly and “we” and “us” mean and include the Bowling Club’s charity trustees, employees, volunteers, agents and invitees.
- 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
- where you must seek our consent, tell us about something or give us something, you must speak to and seek consent from the Secretary or the Treasurer if the Secretary is not available.

2. 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.

You may rearrange the furniture in the main hall to suit your needs but please return it to its original configuration after use.

You are free to use the kitchen and its facilities but you should provide your own food and beverages. Please report any breakages or problems to the Pavilion Manager: Mr G Baxter, 01803 859578.

3. You agree with us to be present (or your authorised representative, if appropriate) during the hiring and to comply fully with this Agreement.

4. 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.

5. 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.

DATE:

Signed:

Signed:

D Taylor
Treasurer
Brixham Bowling Club

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Standard Conditions of Hire

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

1. Age. You, not being a person under 18 years of age, hereby accept responsibility for overseeing and being 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.

2. Supervision 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 behaviour of all persons using the premises whatever their capacity.
- 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.

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 are liable for:

- (i) 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
- (ii) 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
- (iii) 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

You must take out adequate insurance to insure such liability and on demand must produce the policy and current receipt or other evidence of cover to our Hall Secretary. If you fail to produce such policy and evidence of cover, we will cancel this Agreement

5. Gaming, betting and lotteries 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.

6. Music 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. You must ensure that you hold relevant licences under Performing Right Society (PRS) and 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. The Deregulation Act 2015 requires you to have our written permission to show a film. This Agreement confers that permission on you.

8. Safeguarding children, young people and vulnerable adults 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 or otherwise, particularly about any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children.

You must call the Fire Service to any outbreak of fire, however slight, and give details to our Hall Secretary.

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. You must, if using sound amplification equipment, comply with any other licensing condition for the premises.

11. Drunk and disorderly behaviour and supply of illegal drugs 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.

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.

12. Food, health and hygiene 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.

13. Electrical appliance safety 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.

14. Smoking 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. You must ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

15. Accidents and dangerous occurrences 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:
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.

17. Heating You must ensure that no unauthorised heating appliances are used on the premises when open to the public without our consent. When using the gas heaters ensure there is sufficient ventilation via the windows

18. Animals You must ensure that Guide dogs, Hearing dogs and assistance dog owners 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, 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.

20. Sale of goods You must, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used about 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.

21. Cancellation. We reserve the right to cancel this Agreement:
(i) by giving you written notice in the event of the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;
(ii) an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.
(iii) our reasonably considering that (a) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (b) unlawful or unsuitable activities will take place at the premises because of this hiring the premises becoming unfit for your intended use;

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.

28. 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.

29. No alterations 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. 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.

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

