

## CONDITION OF LETTING AND HIRE

### 1. DEFINITIONS

In these conditions 'The Club' means the Warley Model Railway Club and its associated and subsidiary sections, groups or companies.

'The Club representative' means any person acting for or on behalf of The Club.

The 'Premises' means the premises, room(s) including all fixtures and moveable property therein belonging to The Club; and/or portable items which are the subject of the hiring.

'Other items' means moveable items that The Club may let out for use away from the premises.

'The Hirer' means the person making the application to hire the premises or other items.

'The appropriate person' is the nominated club member details of whom will be provided by The Club.

'In writing' includes email communications to the email address provided.

Any requirement to produce a document for examination may be met by emailing a copy of the document to The Club at the address provided.

### 2. APPLICATIONS

Initial enquiries for hire of the premises or other items should be made to The Club who will confirm availability. When confirmation of the availability of date is received then an application for the hire must be made on the application form provided, that form is also available at the clubrooms or online at <http://www.warley-mrc.org.uk/>.

The attention of The Hirer is drawn to the need to ascertain his/her requirements for and the availability of equipment, furniture etc before the application is made.

The Club may set limits on the number of people permitted to attend from time to time at their sole discretion. The Hirer will be advised of such limits and will be responsible for ensuring they are not exceeded. The application shall not be deemed accepted until confirmed by The Club.

### 3. BOOKING TIMES

In considering the period of hire required, applicants should note that the hours referred to should include time taken for the preparation and cleaning up of the premises prior to and after the function and for other items the collection and return of such items.

An extension of the period of hire will be granted only after prior arrangements with The Club.

Organisers of events requiring clean up time should take particular note of that point.

Preparatory operations in club premises will not be allowed before the time of the hiring, and the premises must be cleared of all equipment and persons by the end of the hiring, except when prior arrangements have been made with The Club. A charge may be made for any excess of period use.

### 4. PAYMENT

Should the premises or other items be available for hire, an application form will be issued for the completion by The Hirer indicating the fee payable. The Hirer must complete all the necessary details on the application form and return it together with the fee to The Club at the address on the form.

On receipt of the form and fee, and subject to further enquiries by The Club, the booking will be confirmed in writing.

Cheques should be made payable to Warley Model Railway Club.

### 5. CHARGES

The charges for the hire shall be in accordance with the current scale of charges made by The Club, in force at the time of the hiring. Additional charges may be made if broadcasting; television or photography for commercial purposes is permitted to take place on club premises (see condition 18). The hire charges will be reviewed from time to time.

The Club may waive such charges at its sole discretion.

### 6. CANCELLATION

(a) By The Hirer. Although initial notice of cancellation may be made by telephone such cancellation will not be accepted until received in writing. Such notice must be sent to The Club at the address or

email address on the booking form. The total hire charge may remain payable but generally if this section is complied with The Club will waive the fee unless non recoverable costs have been incurred.

(b) By The Club. The Club reserve the right to cancel a booking , close a facility or not provide other items at its discretion. The hire charge will be refunded in such circumstances but The Club shall not be liable for the payment of compensation to any person for loss or damage incurred as a result of the cancellation of the booking. Where a booking is cancelled as much notice as possible will be given, and in respect of premises hire where possible suitable alternative dates and venues will be offered.

#### 7. DAMAGE AND RUBBISH/REFUSE

Any damages or losses caused to the premises or other items , as the result of the hire will be the responsibility of The Hirer and the costs will be recovered in full. The cost of such works will be assessed by The Club in consultation with The Hirer, but The Club decision will be final.

The Hirer shall leave the premises clean and tidy. **N.B.** Whilst small amounts of rubbish from the event are acceptable there are no facilities for collection of rubbish from The Club rooms. The Hirer should, as far as is practicable, remove the rubbish their event generates at the end of the hire period; all food remains must be removed by the hirer. The Club reserves the right to charge for any removal of excessive rubbish resulting from the hire for which The Club incurs a charge and the Hirer shall pay the cost as assessed by The Club for the removal of excessive rubbish etc. or any special cleaning deemed necessary.

No person shall interfere with the premises or drive nails or screws into any part of the premises. The hirer shall not erect decorations on the premises without prior notice and agreement of The Club.

No person shall alter in any way other items hired.

#### 8. THE HIRER'S RESPONSIBILITY

The Hirer is responsible for safety checks of the premises or other items hired to ensure they meet the requirements that will be made of them during the period of hire.

The Club, its officers, servants or agents, shall not be responsible for any damage to or loss of any property whether belonging to The Hirer or to any other person brought into or left in the premises or its grounds, or any other premises belonging to The Club for any purpose or any personal injury to The Hirer or any other person permitted by him or her to enter the premises, except in the case of death or personal injury caused by the negligence of The Club.

The Club, its officers, servants or agents, shall not be responsible for any damage to or loss of any property whether belonging to The Hirer or to any other person due to failure of other items hired, except in the case of death or personal injury caused by the negligence of The Club.

Cars are left in the car park areas and public spaces at the owner's risk.

#### 9. INDEMNITY

The Hirer shall indemnify The Club against all claims for damages, compensation and/or costs in respect of injury (fatal or otherwise) to any persons and/or damage to property of any person or persons caused by or arising out of or incidental to, or in any way connected with The Hirer's use of the premises or other items hired.

#### 10. INSURANCE

It is recommended The Hirer must effect an insurance policy to cover all risks referred to in condition 9 with sufficient indemnity. The Club reserves the right to require evidence of such insurance before the commencement of hiring.

#### 11. USE OF PREMISES AND OTHER ITEMS

The premises may be used only for the purpose specified in the application form. In the event of its being used by The Hirer or his agents for other purposes or if these conditions of letting and or any other reasonable requests made by The Club are not complied with, The Club or The Club representative on site may immediately terminate the hiring and close the premises. The booking fee will not be returnable in such circumstances. The Hirer shall not sub-let the premises.

Unless otherwise specifically previously authorised by The Club, The Hirer shall not have access to any part of the premises not specifically referred to in the notice of the confirmation of booking except the direct access routes to or from the room or area subject of the hire.

Other items hired may be used only for the purpose specified in the application form. It is a condition of hire that The Club will not accept responsibility for any misuse of other items or use for purposes for which the item was not designed.

The Hirer shall not sub-let other items.

#### 12. CONTROL OF PREMISES

The Club or its agents shall be in attendance at times as decided by The Club. Such times may be throughout the hire period or any less period as The Club decides. In consultation with The Club or The Club representative on site The Hirer shall be responsible for ensuring security and safety of the premises throughout the period of hire.

#### 13. PREMISES - SERVICES, SUBSTANCES, USE OF TOOLS AND LIGHTS

(a) No alterations shall be made to the Gas, Electricity or water supplies at the premises. No additional lighting, engines, substances of an inflammable or explosive character or likely to cause offence by reason of smoke, smell, fumes etc ,shall be taken into the premises by The Hirer or his agents without the consent of The Club, such consent must be in writing.

(b)The Club will not permit the use of substances of an inflammable or explosive character except in exceptional circumstance when The Hirer will be responsible for confirming if any permission is needed and obtaining that permission from West Midlands Fire Service.

(c) Where the purpose of the hire includes the use of hand or electric tools, soldering irons or other items that could cause damage The Club will be notified of the intended use and will endeavour to reach agreement with The Hirer conditions for such use. If such agreement cannot be met the hire application will not be accepted. The Hirer is responsible for ensuring health and safety for the use of tools.

(d) The premises has sufficient lighting for general use and safety purposes. Areas subject to hire shall be properly illuminated by use of the lights at all times during the period of the hiring.

#### 14. PREMISES DISORDERLY CONDUCT

The Hirer or his agent shall maintain good order throughout the hiring and shall not allow drunkenness, disturbance, disorder or indecent conduct.

#### 15. NOISE AT PREMISES

The operation of any wireless set, gramophone, tape recorder, and any amplification equipment or similar instrument, however amplified or operations that may cause excessive noise must be notified to The Club in advance of the hiring and written agreement obtained from The Club. If such consent is given, the applicable law relating to the prevention nuisance by the use of such equipment must be complied with and The Club may require the sound from such equipment to be reduced to a reasonable level.

In the event of non-compliance with this condition, The Club shall be entitled forthwith to prohibit the use of the equipment before or during the hire period.

#### 16. PREMISES COLLECTIONS AND LOTTERIES

No collection, game of chance, sweepstakes or lottery or betting may be conducted on the premises without the prior written consent of The Club. The Club will require evidence of proper licensing of such provision.

#### 17. PREMISES FIRST AID

The Hirer shall be responsible for providing adequate first aid facilities. There are sufficient identifiable first aid boxes on the premises. Any incident or use of the first aid boxes must be reported to The Club in writing. The Club may require further information of such a report.

#### 18. PREMISES BROADCASTING

The Club shall be consulted if it is intended to broadcast coverage of any event or if photographs/recordings for publication are to be taken and their written permission must be obtained prior to the event.

#### 19. CATERING AT PREMISES

The Hirer is responsible for their own catering and The Hirer must make arrangements to ensure that the area used for the facility is cleaned during the period of hire. (see also condition 7)

#### 20. ALCOHOL ON PREMISES

No intoxicating liquor shall be brought, sold or consumed in the premises without the consent of The Club . Where such consent is given for sales it will be the responsibility of The Hirer to ensure that a Temporary Event Notice has been given for the period of the sales and The Hirer must produce evidence of such to The Club no later than 48 hours before the event. The Hirer must comply with any condition of such a licence.

#### 21. SALE OF GOODS ON PREMISES

The Hirer shall not permit the sale of goods of any condition unless The Club has been informed such sales will take place. (see also condition 31).

#### 22. ACCESS TO PREMISES

Officers of The Club or nominated representative shall have free access to all of the premises throughout the period of hire.

The parts of the premises not within the hire agreement will remain freely accessible and available for use by all members of The Club during the period of hire.

In order to ensure strict compliance with fire regulations access doors, passages, and gangways must be kept clear and all security shutters on fire exits must be open during the period of hire.

#### 23. ADMISSION TO PREMISES

All persons attending the event subject of the hire shall complete The Club visitors book with their name and full address including post code. The Hirer is responsible for ensuring this condition is met.

The visitors book will be the fire register for attendees during the period of hire.

The Club reserves the right to refuse admission to any person to the premises.

The Club shall have the right to cause to be expelled any person.

#### 24. STATUTORY REQUIREMENTS PREMISES OR OTHER ITEMS

The Hirer shall at all times comply with any statutory requirement or regulation relating to the use of the premises for which they are hired or for the use of any other items hired.

#### 25. PREMISES COPYRIGHT

The Club does not hold a licence of the Performing Rights Society Limited, or other such agency which permits the use of music or other performance subject to such licence or permit.

The Hirer shall indemnify The Club against any claim made upon it by reason of any infringement of copyright. It will be a condition of hire that The Hirer obtains any requisite licence or permit.

#### 27. PREMISES THE HIRER SHALL ALSO BE RESPONSIBLE FOR:-

- a. The administration, organisation and running of the event for which the hiring is made.
- b. The supervision and control of vehicles and attendees and must comply with any direction given by The Club for parking arrangements if any.
- c. The suitability of dress of persons attending the hiring with particular reference to the suitability of safety clothing and equipment.
- d. The Hirer is responsible for ensuring that their group does not exceed the number expected as stated on the booking form.
- e. General Health and Safety matters as they relate to the event for which the hire has been agreed.
- f. Completion of the fire safety register (see condition 23).

#### 28. ALTERATIONS OF CONDITIONS

The Club reserves the right to vary these conditions without notice.

#### 29. PREMISES EQUIPMENT & FURNITURE REQUIREMENTS

Adequate arrangements regarding provision of equipment, furniture etc are part of the hire agreement between The Club and Hirer. The Club will endeavour to meet all such agreements but any failure on the part of club will not have effect on the hire agreement

#### 30. PREMISES GUESTS

The Hirer shall notify The Club of any 'notable' guests who are likely to attend the hiring. The Club may, at its discretion and with the agreement of the hirer and their guest seek to obtain publicity from the use of club premises for the event.

**31. AUCTIONS, SALES, OFFERS FOR SALE AND OFFERS FOR SUPPLY OF GOODS AND SERVICES.**

Bookings that involve an auction, sale, offer for sale, offer for supply of goods and services will not be accepted.