

INSTITUTE

CIO No: 1181396

BORROWDALE INSTITUTE Standard Conditions of Hire/Use July 2021

APPROVED BY:

Name: Malcolm Stonestreet

Position: Chair of Trustees

Signed:

Date:

Review Date: July 2022

REVIEW SHEET

The information in the table below details earlier versions of this document with a brief description of each review and how to distinguish amendments made since the previous version date (if any).

Version Number	Version Description	Date of Revision
1	Original	July 2021

The Borrowdale Institute - Standard Conditions of Hire/Use

The standard conditions apply to all hiring and use of the Borrowdale Institute. If the Hirer/User is in any doubt as to the meaning of the following the Booking Secretary should immediately be consulted.

These conditions of hire shall prevail in any contract for the hire of the Institute, and no variation thereof shall be permitted without prior written consent of the Booking

Secretary. Any serious breach of these conditions shall entitle the Trustees to take such steps as are necessary to rectify the same, including termination of the function of the activity, and the vacation of the Institute by all persons for whom the hirer is responsible.

All applications for use of the Institute shall be made to the Booking Secretary. The Trustees at their absolute discretion shall be entitled to reject any application or refuse admission to the Institute to any individual, group or organisation without assigning any reason to such rejection or refusal. All bookings are subject to confirmation by the Booking Secretary and to payment of the appropriate fees (including special deposits for music, dancing, food and the sale of alcohol) as published from time to time by the Trustees. No booking will be accepted from any person under the age of 18 years of age. Written notice of cancellation of bookings will be accepted if received not later than 14 days before the reserved date. After this time booking fees will be forfeited in full.

The Hirer/User is deemed the "Responsible Person" and is designated as the person in charge of the building during the hire period. It is a requirement to note the name of everyone attending your event. The Hirer shall ensure the safety, care, of all personnel and the safety from damage however slight to the fabric, fixtures and fittings. The hirer shall also ensure that cars are parked in an orderly manner and that no vehicles obstruct the highway. If any damage is caused during the hire period the Hirer shall compensate the Trustees to the value of such damage as directed by the Booking Secretary.

Definitions

The Borrowdale Institute shall mean the premises and adjacent car park situated on the North side of Howe Lane and opposite Castle Howe.

The Trustees are those persons entrusted with the management of the Borrowdale Institute.

The Booking Secretary is a Trustee who has responsibility for ensuring bookings are recorded, communication is made between the Hirer/User and that all pertinent information is provided to the Hirer/User.

The Hirer is the person or body that arranges for, is responsible for and makes payment for a specific event within the Borrowdale Institute.

The User is a resident of the Borrowdale Valley that arranges for, is responsible for and makes payment for a specific event within the Borrowdale Institute as seen fit by the Trustees. Many events will not incur a monetary charge to Borrowdale residents, this to be clarified with the Booking secretary at the time of booking.

Use of Premises

The Hirer/User shall use the premises only for the purpose as that agreed in the Hiring Agreement and shall not sub-hire or allow the premises to be used for any unlawful purpose or in any unlawful way nor bring onto the premises any item(s) which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol without permission.

The Hirer/User shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting, lotteries, drugs & downloading and display of media.

Licensable Activities

The Borrowdale Institute is licensed for dance, live and recorded music, play and streaming media & reception of TV broadcasts. Further the Borrowdale Institute is licensed for the sale of alcohol and preparation of and sale of food. If any further licenses are required in respect to any activity within the Institute the Hirer/User should ensure that they hold such a license or that the Trustees hold one. The Hirer shall ensure that no activity is permitted on the premises in breach of the Performing Rights and other copyright legislation and any other statutory controls for the time being in force.

The Hirer/User shall ensure that no activity is permitted on the premises in breach of the Performing Rights and other copyright legislation and any other statutory controls for the time being in force.

Opening Hours

The opening hours of the premises during weekdays and Saturdays are:-

08:00hrs to 23:00hrs

The opening hours on Sundays are 10:00hrs to 20:00hrs. Operating outside of these hours may contravene the Licenses as outlined above.

Public Safety Compliance

The Hirer/User shall comply with all conditions and regulations made in respect of the premises by the Local Authority (Allerdale Borough Council), the hall's Fire Risk Assessment and the Trustee's Health, Safety and Environment Policy or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children.

The Hirer/User acknowledges that they have received instruction in the following matters:

- The action to be taken in case of a fire
- The location and use of fire equipment
- Escape routes and assembly point
- Appreciation of the importance of fire doors within the facility
- compliance with any Pandemic regulations, including the need to socially distance, limit numbers, sanitise hands and participate in "Track & Trace" procedures.

In advance of a theatrical or entertainment event the Hirer shall check the following items:

- All fire exit doors are unlocked
- All fire escape routes are clear and useable
- Fire exit signs illuminated
- No obvious fire hazards

- That the public and participants are fully conversant with the procedure to evacuate in the event of an emergency

It is the responsibility of the Hirer/User to ensure compliance with all food hygiene regulations and to protect the well-being of all disabled, children and vulnerable adults.

Outbreak of Fire

If the Hirer/User becomes aware of a fire incident either by observation or automatic detection system, the premises shall be evacuated by the nearest safest exit(s) and personnel accounted for at the car park assembly point. The Hirer shall inform the Fire Authority of the incident by ringing 999 or 112. The Fire brigade shall be directed to "The Borrowdale Institute, Rosthwaite, CA12 5XB".

Note! There is presently little or no mobile phone reception at the Institute although this should not affect emergency calls. There is a public phone adjacent to the National Trust car park, i.e. 30 metres east of building.

Fire General

The building fire plan, and log book are displayed in the entrance lobby.

The premises are No Smoking premises and no fireworks, gas cylinders, flammable substances, ignited candles or hot works shall be introduced to the premises.

The building has three fire exit doors, one to the east to the car park, one to the west to the rear of the building and one to the South from the main hall. The first floor escape is down the stairs and into the car park or out onto the roof terrace and then down to ground level. The lift automatically travels to ground and stops on detection of fire and shall not therefore be relied upon for exit from the first floor. The Hirer should have a contingency plan to evacuate disabled personnel.

There are fire fighting appliance throughout the building and the Hirer should ascertain where these are and for what type of fire they are suitable. The Hirer shall not put themselves or their guests/employees at risk in order to attempt to fight a fire.

The Trustees encourage the Hirer/User to carry out their own Fire Risk Assessment if any special activities are envisaged.

Health & Hygiene

The Hirer/User if preparing, serving or selling food, observe all relevant food health & hygiene regulations. The kitchen is equipped with fridges, freezer, hand wash facilities and thermometer this in addition to cutlery, tableware, cooking equipment and utensils.

Electrical Appliance Safety

The Hirer/User shall ensure that any electrical appliances or equipment brought onto the premises by them shall be in good working order and have been tested and are used in accordance with the Electricity at Work Act 1989. The use of extension leads where one extension lead is plugged into another extension lead is not permitted. If reel type extension leads are used the lead should be completely unreel before an electrical load is applied. The Hirer shall not interfere with any electrical appliances or equipment provided by the Borrowdale Institute.

Insurance and Indemnity

The Hirer/User shall be liable for:

1. The cost of any repair or any damage (including accidental and malicious damage) done to any part of the premises including the cartilage of or the contents of the premises.
2. All claims, losses, damages and costs made against or incurred by the Trustees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer, and
3. All claims, losses, damages and costs made against or incurred by the Trustees, volunteers, agents or invitees in respect of nuisance caused to a third party as a result of use of the premises by the Hirer/User, and subject to the clause below, the Hirer shall indemnify and keep indemnified accordingly each member of the Trustees and the Institute's volunteers, agents and invitees against such liabilities.
4. The Trustees shall take out adequate insurance to insure the liabilities described above and may, at its discretion and in the case of non commercial hirers, insure the liabilities described in the three sub-clauses above. The Borrowdale Institute shall claim on its insurance for any liability of the Hirer hereunder, but the Hirer shall indemnify and keep indemnified each member of the Trustees, its volunteers, agents, and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.
5. Where the Borrowdale Institute does not insure the liabilities described in second and third paragraphs above, the Hirer/User shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the Booking Secretary. Failure to produce such policy and evidence of cover will render the hiring void.

The Borrowdale Institute is insured against any claims arising out of its own negligence.

The Trustees shall have no liability for any injury, loss or damage, however caused to any person or property arising during or as a result of any functions or other activities, the subject matter of the hire contract, and the Hirer/User shall indemnify the Trustees against all such claims without reservation.

Accidents, Dangerous Occurrences and Near Misses

The Hirer shall note that there are first aid kits situated in:

The Kitchen and the Entrance Lobby

If any items are use/removed from the first aid kits, the Hirer shall inform the Booking Secretary in order that items can be replaced.

There is a defibrillator mounted to the external wall adjacent to the porch. If use of the equipment is required carefully follow the instructions adjacent to and on the equipment.

The Hirer/User must report all accidents involving injury to the public to the Booking Secretary as soon as practicable and complete the relevant section in the Institute accident book which is in the entrance vestibule. Any failure or damage to any equipment belonging to the Borrowdale Institute should likewise be reported to the

Booking Secretary as soon as practicable. Certain types of accident or injury and near misses must be reported to the HSE Incident Contact Centre in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR). The Incident Contact Centre can be contacted in the following ways:

Tel: 0845 3009923

Website: www.riddor.gov.uk or HSE Website: www.hse.gov.uk

Post: Incident Contact Centre, Caerphilly, Business Park, Caerphilly, CF83 3GG

Heating

The premises is split into three heating zones:

Main Hall

Community Room and Bar

Herdwick Suite

The Hirer/User when booking a facility shall make it clear to the Booking Secretary exactly which areas are required and the time frames involved. If there are any specific temperatures required outside of normal room temperatures (19C - 21C) this should be stated to the Booking Secretary. The Hirer/User shall note that the building does not have air conditioning and while the Trustees will make all efforts to satisfy the requirement of the Hirer this may not at all times be possible.

Animals

The Hirer/User shall ensure that no animals except guide and other assistance dogs are not brought onto the premises. No animals shall be allowed to enter the kitchen area.

Compliance with the Children Act 1989

The Hirer/User shall ensure that any activities for children under eight years of age comply with the provisions of the Children Act of 1989 and that only fit and proper persons who have passed the appropriate Disclosure and Barring Service checks and, comply with ISA requirements have access access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities.

Film Shows

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers shall ensure that they have the appropriate copyright licences for film.

Seating

When seating is arranged in an auditorium format then each row shall be so arranged to provide a gangway of a minimum of 1100mm wide at each end of the seating row and at the front and rear of the seating block(s).

Capacity of Rooms

The capacity of the Institute is limited to the numbers listed below in accordance with the Borrowdale Institute Fire Risk Assessment which was carried out in March 2021 and is reviewed annually. The Hirer must adhere to these limitations at all times during the period of hire.

Main Hall

Dancing or when people are standing:- 204

Seated for dining:- 102

Seated auditorium style for films, lectures etc.:- 110

Exhibitions or sales events:- 68

Sports:- 51

Community Room/Bar

Seated:- 36

Standing:- 60

Herdwick Suite

Seated:- 34

Standing:- 60

Dangerous and Unsuitable Performances

Performances involving danger to the public or of a sexually explicit nature shall not be given.

Hire Charges

The Trustees have a schedule of charges obtainable from the Booking Secretary. These charges shall be reviewed on an annual basis and published on the Borrowdale Institute website. The Hirer/User shall make the appropriate payments, i.e. deposit and balance as agreed between the Hirer and the Booking Secretary who will provide the Hirer/User with full details of the bank account of the Borrowdale Institute.

Purchases at the Bar

The Borrowdale Institute operates a non-cash payment system for food and beverages within the bar of the community room.

Use of Lift

The lift is for the use of wheelchairs or persons who cannot reasonably manage the stairs. The safe working load is 400kg. The lift shall not be used by a sole user of the premises. The Hirer/User shall acquaint themselves of the action to be taken in case of lift malfunction.

Use of Institute Equipment

The Hirer/User shall make arrangements with the Booking Secretary to ensure that they are familiar with and competent in the use of equipment within the premises, this includes catering equipment, televisions, audio visual equipment. The televisions are SMART units and can link to various media sources. The main hall is equipped with a hearing loop which is preset. do not interfere with the controls.

Licences

The Borrowdale Institute holds the following Licences, copies of which are on display within the building or can be viewed on the Borrowdale Institute website:-

Television License

The Music Licence which includes PRS for music in community buildings (performances of copyright music) and PPL for community buildings(public use of sound recordings)

License for the sale and consumption of alcohol

Stored Equipment

The Trustees accept no responsibility for any items of equipment left on the premises by the Hirer, and all liability for the loss or damage is hereby excluded. All equipment must be removed from the premises on completion of the Hire period.

No Alterations

No alterations may be made to the premises nor may any fixtures be installed or placards, decorations, or other articles attached in any way to any part of the premises without prior written approval of the Booking Secretary. Any unapproved alterations shall be made good by the Trustees at the cost of the Hirer.

No Rights

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or rights of occupation on the Hirer/User. The Hire Agreement may not be assigned to any third party nor may the Hirer sub-let the premises in whole or part thereof.

Right of Access

Any member of the Trustees or any police officer, fire fighter, paramedic or HSE officer shall be granted access to the premises at all times and for any purpose.

Car Parking

Hirers/Users of the premises are able to use the car park adjacent to the building. However the car park can be used by any member of the public unconnected with use of the premises. The Trustees cannot therefore guarantee exclusive use of the car park by the Hirer unless a previous agreement has been reached.

Stage

The Borrowdale School has a demountable stage stored on the premises which can be used by the Hirer/User with explicit permission of the Booking Secretary with an appropriate charge.

Cancellation

If the Hirer/User wishes to cancel the booking before the date of the event and the Trustees are unable to conclude a replacement booking, the question of payment/repayment of the fee shall be at the discretion of the Trustees. The Trustees reserve the right to cancel any event by written notice to the Hirer in the event of:-

1. The premises being required as a polling station for local or national elections.
2. The Trustees reasonably consider that such hiring would breach a licensing agreement, if applicable, or other legal or statutory requirements or unlawful or unsuitable activities will take place at the premises as a result of the hiring.
3. The premises become unfit for the use intended by the Hirer.

4. An emergency requiring the use of the building for purposes other than that required by the Hirer.

In the above cases the Hirer/User shall be entitled to a full repayment of hire fee, but the Trustees will not be liable for any consequential loss by the Hirer.

The Trustees shall have no liability for direct or consequential loss to the Hirer/User in case of any act of God, breakdown of machinery, failure of utility supplies, storm, flood, fire or any occurrence beyond the control of the Trustees and shall be seen as "Force Majeure".

End of Hire/Use

The Hirer/User shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secure unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the Trustees shall be at liberty to make an additional charge.