

Bramley Village Hall

Hiring Agreement

AGREED as follows:

In consideration of the hire fee Bramley Village Hall Trust agrees to permit the Hirer to use the Bramley Village Hall for the purpose and period(s) described in the on-line Booking Form.

PLEASE NOTE: Regular users/bookings take precedence over new bookings and, at present, are only entered onto the system for the next 12 months. If your booking is further ahead than 12 months, please call 0 74 64 74 9997 to discuss your booking. Your booking may be cancelled if the date is more than 12 months ahead.

Please read the Conditions below relating to the hire of rooms/space within Bramley Village Hall in conjunction with the *Standard Terms and Conditions* and the *Hirer's Public Liability Summary of Cover* (See below)

The Hirer (except regular Hirers) agrees to supply a Special Deposit of £100 to cover damages/breakages. A cheque for this deposit should be posted or delivered before the event to:

The Treasurer, BVHT, c/o 16 St Mark's Close, Bramley, Tadley RG26 5XE

If the Special Deposit is paid by BACS:

Bramley Village Hall Trust; Sort Code: 40 44 56; Account No: 81389556; Reference: Please use your Invoice Number

A Special Deposit cheque will be destroyed within 14 days of the termination of the period of hire or if paid by BACS the Special Deposit will be returned by BACS provided that no damage or loss has been caused to the premises and/or contents nor have any complaints been made to the appropriate Trust about noise or other disturbance during the period of the hiring as a result of the hiring. If the hirer fails to leave the hall in a tidy and clean condition and extra cleaning is needed, this charge will be deducted from the deposit.

The Hirer shall pay the Special Deposit and Booking fee as soon as possible after receiving acknowledgement of your booking request before the event for which Bramley Village Hall has been hired.

Please refer to our Cancellation Clause (No.21) in our Standard Terms and Conditions

Setting up and tidying away must be included within the hired time.

Setting up and tidying away is the responsibility of the Hirer.

All equipment must be returned to its rightful place and the facility left clean and tidy.

Bramley Village Hall Trust (BVHT) will, where possible, give the Hirer one month's notice if the premises will be unavailable but reserve the right to cancel the booking at any time if circumstances require it.

The Hirer will require the necessary licences and public liability insurance as necessary.

The Hirer agrees to produce information regarding licences, insurance and membership when requested to do so by BVHT.

Please note the following from BVHT's Insurance Policy

USE OF ANY BOUNCY CASTLE AND/OR ANY OTHER LAND-BASED INFLATABLE OR TRAMPOLINES

Where the above stated activity is undertaken by the Hirer, the Hirer is required to ensure the following conditions are observed:

- a) for use of any bouncy castle and/or any other land-based inflatable, to ensure that:
- It is not sited or used in the Bramley Room which is unsuitable for bouncy castles.
 - It is supervised by responsible persons authorised by the Hirer at all times when in use or inflated
 - When used outside a building, it is securely anchored to the ground at each anchor point
 - Each anchor point is signed, or otherwise marked to be made easily visible, and wrapped to prevent injury
 - Soft matting is used to cover hard surfaces adjacent to the front or any open sides where there is a risk of injury from falling from the inflatable, and in respect of any Bouncy Castle, it is:
 - Not used by children under two years old
 - Restricted to use by age group (age groups 2 to 5, 6 to 12, and over 12 years must not be mixed.
 - for use of any trampoline, to ensure that it is:
 - It is supervised by responsible persons authorised by the Hirer at all times when in use
 - Fitted with safety side netting to prevent falls from the trampoline
 - Not used by more than one person at a time

TO ARRANGE ACCESS PLEASE CONTACT THE CARETAKER 3 to 5 DAYS BEFORE THE EVENT:

Helen Willans: 35 Bromelia Close, Bramley, 01256 886336 or 07826 594885

CONTACTS

Cat Hayward - Bookings@bvht.org.uk,
Richard Beale - Treasurer@bvht.org.uk
Philip Lewis - Chairman@bvht.org.uk
0 74 64 74 9997 (answerphone)

BVHT has a Premises Licence and other permissions authorising the following regulated entertainment and licensable activities at the times indicated.

	Bramley Village Hall	
The performance of plays	Weekdays	08.00 – 23.00
	Weekends	08.00 – 23.00
The exhibition of films	Weekdays	08.00 – 23.00
	Weekends	08.00 - Midnight
Indoor sporting events with an audience	Weekdays	08.00 – 23.00
	Weekends	08.00 – 23.00
Boxing or wrestling entertainment	N/A	
Performance of live music	Weekdays	08.00 – 23.00
	Weekends	08.00 - Midnight
Playing of recorded music	Weekdays	08.00 – 23.00
	Weekends	08.00 - Midnight
Performance of dance to an audience	Weekdays	08.00 – 23.00
	Weekends	08.00 – 23.00
Making Music	Weekdays	08.00 – 23.00
	Weekends	08.00 – 23.00
Dancing	Weekdays	08.00 – 23.00
	Weekends	08.00 – 23.00
Provision of hot food after 23.00	Weekdays	Temporary Event Notice required
	Weekends	required
Sale of alcohol to all adult users of the building	Weekdays	Temporary Event Notice required
	Weekends	required

If you wish alcohol to be available at your event you will need to seek written permission from BVHT in order for a bar to be provided by or arranged with the BVHT's Management Committee or for a Temporary Event Notice to be given for the event.

The hirer agrees not to exceed the maximum permitted number of people per room including the organisers/performers.

Main Hall	120
Committee Room	50
Bramley Room	50

Where a licensable activity will take place, the Hirer acknowledges receipt of a copy of the conditions of the Premises Licence, in accordance with which the hiring must be undertaken and agrees to comply with all the obligations therein. In order to hold a licensable activity on the premises or on part of the premises not covered by the hall's Premises Licence a Temporary Event Notice (TEN) will need to be given to the authority. The Hirer shall obtain the written consent of the BVHT's Management Committee on the form provided for this purpose before giving the licensing authority a TEN. Failure to do so will result in cancellation of the hiring without compensation because there is a limit to the number of TENs which can be granted annually for any premises. Lack of co-operation could affect future fundraising by the BVHT Management Committee and other local voluntary organisations.

The Hirer agrees with BVHT's Management Committee to be present (by the Hirer's authorised representative, if appropriate) during the hiring and to comply fully with this Hire Agreement.

It is hereby agreed that the Standard Conditions of Hire, together with any additional conditions imposed under the Premises Licence (see clause 2.3) or that the BVHT deems necessary, shall form part of the terms of this Hiring Agreement unless specifically excluded by agreement in writing between BVHT and the Hirer.

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.

Bramley Village Hall

Standard Terms & Conditions

Standard Terms and Conditions of Hire

These standard conditions apply to all hiring of BVHT's premises. If the Hirer is in any doubt as to the meaning of the following the Bookings Secretary or other relevant person should immediately be consulted.

1. Age

The Hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions under this Agreement relating to management and supervision of the premises are met.

2. Supervision

The Hirer shall, during the period of the hiring, be responsible for:

- supervision of the premises, the fabric and the contents;
- their care, safety from damage, however slight, or change of any sort; and
- the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway and safe collection by responsible adults of any children in the care of the hirer.

As directed by BVHT the Hirer shall 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

The Hirer shall not use the premises for any purpose other than that described in the Booking Form and shall not sub-let 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 thereon without written permission.

4. Gaming, betting and lotteries

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.

5. Licensable activities

BVHT holds a Performing Rights Society (PRS) for Music Licence and a Phonographic Performance Licence (PPL) which permit the use of copyright music in any form, e.g. record, compact disc, tapes, radio, television or by performers in person. If other licences are required in respect of any activity in the premises, the Hirer should ensure that they hold the relevant licence or that BVHT holds it.

6. Public safety compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and BVHT's Fire Risk Assessment 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 shall also comply with BVHT's Health and Safety Policy which can be provided on request.

(a) The Hirer acknowledges that they have received instruction in the following matters:

- The action to be taken in event of fire. This includes calling the Fire Service and evacuating the hall;
- The location and use of fire equipment;
- Escape routes and the need to keep them clear;
- Method of operation of escape door fastenings;
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.

(b) In advance of an entertainment or play the Hirer shall check the following items:

- That all fire exits are unlocked and panic bolts in good working order;
- That all escape routes are free of obstruction and can be safely used;
- That any fire doors are not wedged open;
- That exit signs are illuminated;
- That there is no obvious fire hazard on the premises.

7. Means of escape

(a) All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.

(b) The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

8. Outbreaks of fire

The Fire Service shall be called to any outbreak of fire, however slight, and details thereof shall be given to the appropriate person of BVHT.

The village hall has no telephone so you are advised to bring a fully charged mobile telephone for use in case of emergency.

9. Health and Hygiene

The Hirer shall, 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 Safety (Temperature Control) Regulations 1995. The kitchens are provided with a refrigerators.

10. Electrical appliance safety

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order and used in a safe manner in accordance with the Electricity at Work Regulations 1989 and any subsequent legislation. Where a residual circuit breaker is provided the hirer must make use of it in the interests of public safety.

11. Insurance and indemnity (Please refer to the Hirer's Public Liability Summary of Cover – below)

(a) The Hirer shall be liable for:

(i) the cost of repair of any damage (including accidental and malicious damage) done to any part of Bramley Village Hall (BVH) including the curtilage thereof or the contents of BVH;

(ii) all claims, losses, damages and costs made against or incurred by BVHT, its employees, 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

(iii) all claims, losses, damages and costs made against or incurred by BVHT their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer and, subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of BVHT's Management Committee and BVHT's employees, volunteers, agents and invitees against such liabilities.

(b) BVHT shall take out adequate insurance to insure the liabilities described in sub-clause (a)(i) above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (a)(ii) and (iii) above. The Association shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of BVHT's Management Committee and BVHT's employees, 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.

(c) Where BVHT does not insure the liabilities described in sub-clauses (a) (ii) and (iii) above, the Hirer 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 BVHT's authorised representative. Failure to produce such policy and evidence of cover will render the hiring void and enable BVHT to rehire the premises to another hirer.

BVHT is insured against any claims arising out of its own negligence.

12. Accidents and dangerous occurrences

*The Hirer must report all accidents involving injury to the public to a member BVHT's Management Committee as soon as possible and complete the relevant section in BVHT's accident book. Any failure of equipment belonging to BVHT or brought in by the Hirer must also be reported as soon as possible. Certain types of accident or injury **must be reported**. BVHT's Authorised Representative will give assistance in making this report. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).*

Basic First Aid kits are supplied and maintained by BVHT. These are located in the Main Kitchen and the Bramley Room kitchen. Please note that BVHT is not responsible for the supply of First Aid beyond this. BVHT recommend that all Hirers have a nominated First Aider present at their event.

13. Explosives and flammable substances

The Hirer shall ensure that:

(a) Highly flammable substances (inc. balloons filled with flammable gas) are not brought into, or used in any part of, the premises and that;

(b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the relevant Trust. No decorations are to be put up near light fittings or heaters. No candles, pyrotechnics or other devices involving the use of real flame are used on the premises.

14. Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of BVHT. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

15. Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall ensure that in order to avoid disturbing neighbours and to avoid violent or criminal behaviour care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk or to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises. No illegal drugs may be brought onto the premises.

Alcohol may only be sold by members of BVHT's Management Committee or by professional bar services with the written permission of BVHT's Management Committee and in full compliance with the premises licensing conditions.

16. Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by BVHT. No animals whatsoever are to enter the kitchen at any time.

17. Compliance with the Children Act 1989 and subsequent legislation, including work with vulnerable adults

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and subsequent legislation and that only fit and proper persons who have passed the appropriate Disclosure and Barring Service (DBS) checks have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Hirer shall provide BVHT with a copy of their DBS Check and Child Protection Policy a DBS Reference Number on request.

18. Fly posting

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises and shall indemnify and keep indemnified each member of BVHT's Management Committee accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

19. Sale of goods

The Hirer shall, if selling goods on the premises, comply with Fair Trading laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed; as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

20. Film shows

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

21. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and BVHT is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of BVHT as follows:

Cancellation of a booking by a Hirer must be made to the BVHT Bookings Clerk (bookings@bvht.org.uk) and will only be effective once confirmed by them. The cancellation will be effective from the day of receipt of such notice. If the Hirer needs to cancel a booking, for whatever reason, they will then become liable to pay BVHT a cancellation fee as follows:

- 8 weeks prior to event - no charge
 - 4 weeks prior to event - 50% charge
 - 2 weeks prior to event - 75% charge (25% refund)
- Less than 2 weeks - full charge (no refund)

This Cancellation Fee will be deducted from any refund of the Hire Charge due. The Special Deposit will be returned in full.

BVHT reserves the right to cancel this hiring by written notice to the Hirer in the event of:

(a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;

(b) BVHT reasonably considering that:

(i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or

(ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring;

(c) the premises becoming unfit for the use intended by the Hirer;

(d) 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.

In any such case the Hirer shall be entitled to a refund of any deposit already paid, but BVHT shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

22. End of hire

The Hirer shall be 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 BVHT shall be at liberty to make an additional charge. All equipment, inc. tables and chairs, must be left in a clean condition. Smoking is not permitted anywhere in the buildings. All rubbish is secured in suitable sacks and placed in the bins provided outside. The heating controls are left as the Hirer found them. Any keys should be returned to the Caretaker or Bookings Secretary on departure or to a nominated key holder as instructed.

23. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment, make use of any noise limitation device provided at Bramley Village Hall and comply with any other licensing condition for the premises.

24. Stored equipment

BVHT accepts no responsibility for any stored equipment or other property brought onto or left at the premises and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring, or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

BVHT may use its discretion in any of the following circumstances:

(a) failure by the Hirer either to pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended;

(b) failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in BVHT disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

25. No alterations

No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of BVHT's Authorised Representative. The Hirer must remove all such articles at the end of the hiring unless otherwise agreed with BVHT. Any unauthorised articles left on the premises will be disposed of by BVHT as it thinks fit. The Hirer will make good to the satisfaction of BVHT any damage caused by such installation and removal.

26. No rights

The Booking Form constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

27. Dangerous and unsuitable performances

Performances involving danger to the public or of a sexually explicit nature which are likely to bring BVHT into disrepute or cause offence to the general public shall not be given.

28. Data Collection*How We Use Your Personal Information*

By 'personal information' we mean names, addresses, emails and phone numbers and possibly details on incidents. We may use this information to:

- communicate with you*
- keep financial records i.e. provide an audit trail to identify source of income*
- make it easier for you to make future bookings*
- deal with enquiries and incidents*
- inform you of other events in Bramley Village Hall that may be of interest to you*

Security of Data

- personal data we hold will not be shared with any third parties*
- Data will be held securely at all times and disposed of carefully*

29. BVHT's Rights

Bramley Village Hall Trust reserve their rights over lettings and have right of entry to the appropriate premises at all times.

Hirers' Public Liability Summary of Cover

Subject to agreement by our policyholder, public liability insurance is available to charitable organisations, voluntary organisations, not-for-profit groups and individuals using our policyholder's premises when hired or loaned out to them.

Policyholder details

Bramley Village Hall Trust
The Street
Bramley
Tadley
RG26 5BP

Policy Number: CCP 2180214

Hirers' details

| Name of hirer:

Instructions for:

1) ANSVAR POLICYHOLDER
Bramley Village Hall Trust
CCP 2180214

- If you agree to provide a hirer of your premises cover under your policy for public liability (whether or not a charge has been included), then a copy of this summary and the Hirers' Public Liability Extension should be provided to the hirer.
- You should keep a record of each hire or loan of the premises.
- Any tenants or sub-tenants using your premises should arrange separate insurance cover in their own name as the Hirers' Public Liability Extension is not designed to provide the cover they would need.

2) HIRER OF THE POLICYHOLDER'S PREMISES

- This summary outlines the main features of cover and significant exclusions that applies to you.
- Do read the Hirers' Public Liability Extension (you should be given a copy of this document by the policyholder) that contains all the terms, conditions, exclusions and special requirements that you need to comply with.
- Hirers' Public Liability Extension is provided in respect of the use of our policyholder's premises only and does not extend to your activities at any other location.
- It is your responsibility to check with the policyholder that their insurance policy has not been cancelled and that the period of insurance covers the date(s) when you use the premises.
- The Hirers' Public Liability Extension may not be sufficient to meet your insurance needs and you should consider obtaining advice from an insurance advisor about having your own insurance policy.
- At the request of the policyholder, we will defend claims and pay for damages to third parties if you are found to be legally liable.

Making a claim

- If a claim is made against the hirer, then the hirer must notify the policyholder straight away.
- The policyholder must not delay in advising us or their insurance advisor about a claim.
- Should the hirer notify us in the first instance, we will need to obtain a request to deal with the claim from our policyholder.
- The hirer and the policyholder must not make any promise to pay a claim.
- Any letter or document in respect of a claim must be sent immediately to us unanswered.

Summary of Hirers' Public Liability cover

Cover and limits

Hirers liability - legal liability for injury to the public or damage to their property by persons or organisations hiring the policyholder's premises under a contractual agreement during the period of insurance and occurring at the premises in the course of the hirers' activities

A minimum indemnity limit of £2,000,000 for any one claim including costs and expenses (a higher indemnity limit may apply depending on the type of policy or if selected by the policyholder)

Special requirements

Significant exclusions

£250 excess for third-party property damage
Abuse (physical, sexual, medical or psychological) and insulting behaviour
Bodily injury to a hirer's employee or volunteer
Contractual liability
Commercial organisations for their business activities
Defamation, libel and slander
Fines or penalties
Continued...

Firework displays or bonfire events
Goods sold or supplied other than food or drink at the premises
Professional advice, error or services
Property being worked upon
Specified excluded activities or activities involving the use of specified excluded items
Terrorism

Treatment other than first aid

Use of mechanically propelled vehicles

Use of the premises by political, lobbying or activist groups

- These are aimed at reducing the risk of liability for loss, damage or injury.
- They only apply if they relate to the hirer's activities.
- We will not pay a claim (unless we say otherwise) if the hirer fails to keep to a special requirement.
- See the Hirers' Public Liability Extension document for full details of the special requirements.

Special requirements

Using bouncy castles and other land based inflatables or trampolines

Use of gym equipment

Use of a baptistry

Face painting and henna tattoos

Fixed outdoor adventure and playground equipment

Complaints procedure

Summary of special requirements

Supervision, safety and location requirements for equipment

Supervision and training

Safety checks and procedures

Safety procedures and hygiene precautions

Supervision

If you have any reason to complain about the advice or services you have received, please contact us as soon as possible. Full details of our complaints procedure are contained within the Hirers' Public Liability Extension document.

Ansvar Insurance

Ansvar House, St. Leonards Road

Eastbourne, East Sussex, BN21 3UR

Phone: **0345 60 20 999** or **01323 737541**

Fax: **01323 644082**

Email: ansvar.insurance@ansvar.co.uk

www.ansvar.co.uk

Business division of:

Ecclesiastical Insurance Office pie

Registered office: Beaufort House,

Brunswick Road, Gloucester, GL 1 1JZ

Registered number: 24869 England

Member of:

Association of British Insurers

Ansvar is a trading name of Ecclesiastical Insurance Office who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. You can check this on the Financial Services

Register at: **www.fca.org.uk/register/**

Phone: **0800 111 6768**

All content © Ecclesiastical Insurance Office pie 2016

UW146{HLS} 01/16

437 HIRERS' PUBLIC LIABILITY EXTENSION (€SM INDEMNITY LIMIT)

The extension of cover by this endorsement forms part of the insurance *we* provide to *our policyholder* under the terms, exceptions and conditions of their policy with *us* subject to the variations set out in this endorsement.

Definitions

Some words or phrases used in this endorsement are in *bold italics* and have the particular meanings that are stated below unless otherwise specified. If they are not in *bold italics* then their normal everyday meaning will apply. These definitions apply equally where used in the singular or plural unless otherwise stated. The definitions below apply solely in respect of the cover under this endorsement. Agreement

asbestos

bodily

injury claim

costs and expenses damage/

damaged

defamation

excess

hirer

hirer's

employee(s)

period of

insurance

policyholder

premises

terrorism

Continued ...

we/us/our

the hire or loan contract between the *policyholder* and the *hirer* concerning the use of the *premises*

The following is not included under an *agreement*:

a) any form of tenancy agreement for the *premises* asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos, asbestos fibres or any derivatives of asbestos death, illness, injury or disease

the *policyholder's* request to *us* for indemnity, reimbursement or benefit under the terms of this endorsement, provided that a claim includes a single loss or series of losses arising from one event consequent on or attributable to one source or original cause

- legal costs and expenses recoverable from the *hirer* by any claimant
- defence costs and expenses of the *hirer* incurred with *our* written consent

physical loss, destruction or damage

defamation, libel, slander and slander of title to goods

the first amount of each and every agreed *claim* that the *hirer* will be asked to pay

the person or organisation hiring or loaning the *premises* under an *agreement* with the *policyholder*

any person:

- under a contract of service or apprenticeship with the *hirer*
- who is hired to, supplied to or borrowed by the *hirer*
- engaged under a work experience or similar scheme
- helping as a volunteer

while under the *hirer's* direct control and supervision and working for the *hirer* at the *premises* in connection with the *agreement*

the period of hire under the *agreement* provided this period does not exceed the expiry or cancellation date of the *policyholder's* policy the person(s), company or organisation (including a body of *trustees*) for whom *we* provide this insurance and from whom the *hirer* has hired the *premises* under the *agreement*

the premises at the location insured by *us* under the *policyholder's* policy

an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons,

whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological,

ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public in fear

Ansvar Insurance - a business division of Ecclesiastical Insurance Office plc.

437 HIRERS' PUBLIC LIABILITY EXTENSION (£5M INDEMNITY LIMIT)

The following extension is added to section 8 of the policy for *our policyholder*:

WHAT IS COVERED

At the *policyholder's* request *we* will indemnify the *hirer* for all sums which the *hirer* becomes legally liable to pay as damages and *costs and expenses*

following a claim against them for accidental:

- *bodily injury* to any person
- *damage* to the *premises* or its contents belonging to the *policyholder* or for which the *policyholder* is responsible
- *damage* to other material property not belonging to nor in the custody or control of the *hirer*

occurring during the *period of insurance* in connection with the *hirers'* activities and happening at the *premises*, provided the *hirer* keeps to all the terms of this endorsement.

Within *costs and expenses*, *we* will also pay the cost of legal representation at any Coroner's Inquest, Fatal Accident Inquiry or Court of Summary jurisdiction incurred with *our* written consent.

WHAT IS NOT COVERED

1. £250 *excess* for each *claim* for *damage* to material property or the *premises*.

2. liability covered by any other policy or indemnity.

3. *Damage* to material property:

a) or any part on which the *hirer* or any *hirer's employee* is or has been working where the *damage* results from such work belonging to or held in trust by the *hirer* or borrowed, rented, leased or hired for use by the *hirer* other than:

- personal property (including vehicles and contents) of the *hirer's* visitors, partners, directors or *hirer's employees*
- the *premises* or its contents hired under the *agreement*.

4. Fines, penalties or punitive, exemplary, aggravated or multiplied damages.

5. Liquidated damages.

6. Any compensation awarded by a court of criminal jurisdiction.

7. Liability directly or indirectly caused by, resulting from or in connection with:

- terrorism* regardless of any other contributory cause
- any action taken in controlling, preventing, suppressing or in any way relating to *terrorism*.

If *we* allege that by reason of this exclusion any *claim* is not covered by this endorsement the burden of proving the contrary shall be upon the *hirer*.

8. Any liability directly or indirectly arising out of, or in any way connected with, any actual or alleged :

- physical or psychological abuse, or
- the intentional inappropriate administration or non-administration of any drug, medicine or substance, or
- conduct of a sexual nature including sexual molestation, assault, gratification, coercion, harassment or pressure of any kind, or
- repeated or continuing threatening abusive or insulting words or behaviour.

9. Liability arising from:

- bodily injury* to any *hirer's employee*
- use of the *premises* by any lobbying, political or activist groups
- any of the following activities:

abseiling, aerial activities of any kind, air rifle or clay pigeon shooting, archery, American football or Australian rules football, animal riding of any kind, assault courses, climbing (other than children 's playground equipment), firewalking, firework displays or bonfire events, forest school activities, Gaelic football, go-karting, gymnastics, javelin throwing, martial arts or fighting sports of any kind, paint-balling, parkour or freerunning, professional sport of any kind, racing or time trials (other than on foot), rugby, water activities of any kind (other than swimming), weightlifting or zorbing.

Continued....

d) football where:

i. the *hirer's* football team(s) is (are) participating in a league system (including official training and practice sessions)

ii. the *hirer* manages, controls or organises a football league system

e) any activity that involves the use of: airborne lanterns, bicycles (other than for normal road use), cables or wires, climbing walls, elastic ropes, fireworks or explosive items, land or kite or fly boards of any kind, land or sand or ice yachts of any kind, mechanically propelled vehicles, motorised fairground rides, water based play inflatables, roller skates, roller blades, rope courses, sandboards, skates, skateboards, skis, sleds, snowboards, snowtubes of any kind, toboggans, weaponry or zip wires

f) use of the *premises* by commercial organisations for business activities

g) error or omission in the provision of professional services

h) treatment of any kind (other than first aid)

i) counselling, advice, design, formula or specification whether given for a fee or not

j) *defamation*

k) or caused by goods (including their containers, packaging, labelling or instructions) sold, supplied, hired out, constructed, installed, erected, serviced, repaired, altered, processed, treated or otherwise worked upon by or on behalf of the *hirer* other than:

i. food or drink supplied by the *hirer* at the *premises* in connection with the *hirer's* activities

l) ownership, possession or use by the *hirer*, or on the *hirer's* behalf, or any person entitled to cover under this extension, of any:

i. watercraft (other than hand or foot propelled) and craft designed to travel through air or space

ii. mechanically propelled vehicles (other than loading and unloading unless cover is provided by any other policy)

m) *damage* to, or the cost incurred by anyone in recalling, replacing, repairing or reinstating goods, or in making any refund on the price paid for any goods sold or supplied.

437 HIRERS' PUBLIC LIABILITY EXTENSION (£5M INDEMNITY LIMIT)

n) an agreement unless liability would have existed without the agreement

o) any offence under the Corporate Manslaughter and Corporate Homicide Act 2007 or any replacement or amending legislation committed or alleged to have been committed by the *hirer*.

10. Any legal liability directly or indirectly arising from:

a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component.

11. Any liability occasioned by or happening through war, invasion, act of foreign enemy, hostilities or war like operations (whether war be declared or not), civil commotion assuming proportions of or amounting to a popular rising, civil war, military rising, mutiny, rebellion, revolution, insurrection, military or usurped power or martial law.

12. Any liability arising from pollution or contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **period of insurance**.

All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

Pollution or contamination shall be deemed to mean:

a) all pollution or contamination of buildings or other structures or water or land or the atmosphere; and

b) all **damage or bodily injury** directly or indirectly caused by such pollution or contamination.

13. Any liability directly or indirectly arising from the failure or possible failure of any computer or other equipment media or system (or any part of them) for processing storing or retrieving data to include without limitation any microchip integrated circuit or similar device or any computer software:

a) correctly to recognise any date as its true calendar date

b) to save and/or correctly interpret or process any data or command as a result of treating any date other than its true calendar date

c) to save or correctly process any data on or after any date.

14. Any liability arising from **damage** to information represented or stored electronically including but not limited to code or series of instructions, operating systems, software programs or firmware.

15. Any liability arising directly or indirectly from:

a) any mining, processing, manufacturing, removing, handling, disposing of, treatment of, distributing or storing of **asbestos**

b) fears of the consequences of exposure to, or inhalation of **asbestos**.

16. Any **claim** if the *hirer* failed to comply with a special requirement and such failure caused, or worsened the liability, unless otherwise stated in the special requirement.

Special requirements for Hirers' Public Liability Extension

Where the stated activity is undertaken by the *hirer*, the *hirer* is required as a condition precedent to **our** liability:

1 USE OF BOUNCY CASTLES, OTHER LAND-BASED INFLATABLES OR TRAMPOLINES

a) for use of any bouncy castle and/or any other land-based inflatable, to ensure that:

- it is supervised by responsible persons authorised by the *hirer* at all times when in use or inflated
- when used outside a building, it is securely anchored to the ground at each anchor point
- each anchor point is signed, or otherwise marked to be made easily visible, and wrapped to prevent injury
- soft matting is used to cover hard surfaces adjacent to the front or any open sides where there is a risk of injury from falling from the inflatable and, in respect of any bouncy castle it is:
 - not used by children under 2 years old
 - restricted to use by age group (age groups 2 to 5, 6 to 12 and over 12 years must not be mixed).

b) for use of any trampoline, to ensure that it is:

- supervised by responsible persons authorised by the *hirer* at all times when in use
- fitted with safety side netting to prevent falls from the trampoline
- not used by more than one person at a time.

2 USE OF GYM EQUIPMENT

to take reasonable precautions to ensure that any gym equipment or facility the **policyholder** provides to the **hirer** is not used by any unauthorised persons and that it is:

- supervised by a qualified gym instructor at all times when in use, or
- only used by unsupervised persons who have undergone an induction or training course held by a qualified gym instructor and then been authorised by the **hirer**.

3 USE OF A BAPTISTRY

to ensure that any baptistry used must:

- always be attended by a responsible person authorised by the **hirer** when it is being filled with water
- be attended by a responsible person authorised by the **hirer** or roped off or warning notice displayed when the baptistry cover is removed
- before anyone enters the water have the electrical heating apparatus to the baptistry turned off and disconnected from the mains supply and checked by a responsible person authorised by the **hirer**
- if portable, be checked by a responsible person authorised by the **hirer** before each use to ensure that it remains in good condition and that there are no apparent defects that might cause **bodily injury or damage**.

437 HIRERS' PUBLIC LIABILITY EXTENSION (£5M INDEMNITY LIMIT)

Special requirements for Hirers' Public Liability Extension

Where the stated activity is undertaken by the **hirer**, the **hirer** is required as a condition precedent to **our** liability:

4 FACE PAINTING AND HENNA TATTOOS

if the **hirer** applies any face paints or henna tattoos, to ensure that they are not applied to any person:

- under three years old
- who has open cuts or sores on their face
- who has a cold sore or conjunctivitis or any other known infectious skin condition and in addition the **hirer** must:
- carry out a skin test prior to the application of any face paints or henna tattoos where any person has food allergies or allergic reactions to soaps, skin creams and the like
- clean any equipment before each application
- only use professional face paints and henna tattoos that comply with current safety legislation or regulations.

5 FIXED OUTDOOR ADVENTURE AND PLAYGROUND EQUIPMENT

if the **hirer** uses any fixed outdoor adventure or children's playground equipment at the **premises**, to ensure that it is supervised by responsible persons authorised by the **hirer** at all times when in use.

Claims settlement for Hirers' Public Liability Extension

The most **we** will pay, including **costs and expenses**, for:

- all **claims** in total if more than one party is entitled to cover for the same occurrence
- all **claims**, in any one **period of insurance**:
 - for food or drink sold or supplied
 - arising from pollution or contamination
- any **claim** for liability other than relating to food or drink sold or supplied, pollution or contamination is £5,000,000.

General Conditions for Hirers' Public Liability Extension

1. LANGUAGE AND LAW APPLICABLE

We will communicate with the **policyholder** and the **hirer** in English at all times.

Cover under this endorsement shall be governed by and construed in accordance with the law of England and Wales unless the **policyholder's** legally registered address is located in Scotland in which case the law of Scotland shall apply. If there is any dispute as to which law applies it shall be English law.

2. RIGHTS OF THIRD PARTIES

A person or company who is not party to this policy or endorsement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy or endorsement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

3. CANCELLATION

If the **policyholder's** policy is cancelled in accordance with its terms and conditions then the insurance by this endorsement is cancelled at the same time and cover for any hiring after the cancellation date of the policy will accordingly no longer be effective.

It is the **policyholder's** responsibility to advise the **hirer** of cancellation that affects any **agreement**.

4. FRAUD

If the **hirer** or anyone acting for the **hirer**:

- make(s) a false or fraudulent **claim**
- support(s) a **claim** by any fraudulent document, device or statement then **we**:
- will not pay the **claim** and **we** have the right to recover from the **hirer** any part payments made prior to discovery of the fraudulent act
- retain the right to:
 - a) refuse any **claim** arising after a fraudulent act
 - b) cancel cover under this endorsement from the date of a fraudulent act even if the policy expired before the discovery of the fraudulent act
 - c) keep the premium.

We will still remain responsible for legitimate **claims** before the fraudulent act.

437 HIRERS' PUBLIC LIABILITY EXTENSION (£5M INDEMNITY LIMIT)

General Conditions for Hirers' Public Liability Extension

5. CLAIMS PROCEDURE (POLICYHOLDER AND HIRER'S DUTIES)

When the **hirer** becomes aware of a possible **claim** under this endorsement the **hirer** shall notify the **policyholder** immediately.

When the **policyholder** becomes aware of a possible **claim** the **policyholder** shall notify **us** immediately.

The **policyholder** and the **hirer** must (at their expense):

- give all assistance, information and documentation **we** may reasonably require within any timescales **we** may set at the time
- send to **us**, unanswered, every writ, summons or other communication immediately it is received
- send to **us** written details of any related inquest, legal inquiry, prosecution or procedure immediately it is known to the

policyholder or the **hirer**

- ii **we** require, provide to **us** a statutory declaration of the truth of the **claim**.

When the **policyholder** or the **hirer** become aware of a possible **claim** under this policy the **policyholder** and the **hirer** shall not:

- admit, deny, negotiate or settle a **claim** without **our** written consent
- abandon any property to **us**.

6. CLAIMS PROCEDURE (OUR RIGHTS)

If the **policyholder** makes a **claim** under this endorsement **we** have the right:

- at any time to start, take over, defend and conduct any legal action or prosecution in the **hirer's** name
- to settle any liability **claim** by payment of the indemnity limit (less any sum or sums already paid or incurred) or any less amount for which, at **our** discretion, the **claim** can be settled. **We** will then relinquish control of the **claim** and be under no further liability.

7. SUBROGATION

Before or after **we** settle any **claim** under this policy the **policyholder** and the **hirer** shall, at **our** request and at **our** expense do, or permit to be done, anything necessary or reasonably required by **us** in order to:

- enforce any rights and remedies against
- obtain relief or indemnity from other parties, to which **we** would be entitled after settlement of that **claim**.

8. OTHER INSURANCE

We will only pay for any amount over the limit obtainable under such other insurance which is or would be payable but for the existence of this endorsement.

9. ARBITRATION

Provided **we** have admitted liability for a **claim**, any unresolved dispute as to the amount to be paid shall be referred to arbitration in accordance with the statutory provisions in force at the time to:

- an agreed arbitrator, or ii an arbitrator cannot be agreed
- an arbitrator appointed by the Chartered Institute of Arbitrators following a request from either party provided they have given seven days written notice to the other party.

The **policyholder** must not take legal action against **us** over the dispute before the arbitrator has reached a decision.

10. REASONABLE CARE

At all times the **hirer** must take all reasonable steps to:

- prevent or minimise **damage or bodily injury**
- protect the property hired from the **policyholder**
- exercise and use reasonable care in the selection and supervision of the **hirer's employees**
- comply with all statutory and other obligations and regulations imposed by any authority make safe any defects in the property hired from the **policyholder** immediately they are identified.

Complaints procedure

If you have any reason to complain about the advice or service you have received, please contact us as soon as possible.

You can complain in writing or by phone at any time using the contact details below.

Ansvar Insurance

Ansvar House, St. Leonards Road, Eastbourne, East Sussex, BN21 3UR

Phone Ansvar Insurance: **0345 60 20 999 or 01323 737541**

Email: ansvar.insurance@ansvar.co.uk

Our Promise to you

We will aim to resolve your complaint within one business day.

If this is not possible:

- We will promptly acknowledge all complaints.
- All complaints will be investigated diligently and impartially within Ansvar.
- We will respond formally to your complaint as soon as possible.
- We will keep you informed of the progress of the investigation.
- If you are not satisfied with our response, or we have not completed our investigation after eight weeks, we will inform you of your right to take the complaint to:

Financial Ombudsman Service (FOS)

Exchange Tower, London, E14 9SR

Phone FOS: 0800 023 4S67

0300 123 9123 free if phoning from a 'fixed' line (for example a land line at home), or

Email: complaint.info@financial-ombudsman.org.uk

This complaints procedure does not affect your right to take legal action.

Ansvar Insurance

Ansvar House, St. Leonards Road

Eastbourne, East Sussex, BN21 3UR

Phone: 0345 60 20 999 or 01323 737541

Fax: 01323 644082

Email: ansvar.insurance@ansvar.co.uk

www.ansvar.co.uk

Business division of:

Ecclesiastical Insurance Office plc

Registered office: Beaufort House,

Brunswick Road, Gloucester GL 1 1JZ

Registered number: 24869 England

Member of:

Association of British Insurers

Ansvar is a trading name of Ecclesiastical Insurance Office who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation

Authority. You can check this on the Financial Services Register at:

www.fca.org.uk/register/

Phone: 0800 111 6768

All content © Ecclesiastical Insurance Office plc 2016