

Oxford Downs Conditions of Hire

1 Supervision

The Hirer [or their authorised representative] agrees to be present during the hiring and to comply fully with this Hire Agreement. The hirer shall, during the hiring, be responsible for; supervision of the premises, the fabric and contents, their care and safety from damage and the behaviour of all persons using the premises, whatever their capacity, including supervision of car parking. The Hirer shall make good or pay for all damage [including accidental] to the fixtures, fittings or contents and for loss of contents.

2 Use of Premises

The hirer shall not use the premises for any purpose other than that described in the Hiring Agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose. The Hirer must also not do anything or bring anything onto the premises that might render invalid any insurance policies.

3 Fire Hazard

The hirer shall comply with the following safety conditions.

- a) Oxford Downs no smoking policy.
- b) Whilst on the premises the Hirer must have access to a phone with which to call the emergency services if necessary.
- c) The Hirer must ensure that there are no obvious fire hazards on the premises and that no highly flammable substances are brought onto or used in any part of the premises.
- d) No internal decorations of a combustible nature [e.g. polystyrene, cotton wool] shall be erected without our consent. No decorations are to be put up near light fittings or heaters.
- e) The Hirer must ensure that no unauthorised heating appliances shall be used on the premises. Portable liquid propane gas [LPG] must not be used.
- f) The Hirer shall ensure that any electrical appliances brought onto the premises and used there, shall be safe, in good working order and used in a safe manner.
- g) The Hirer must familiarise themselves with the position and use of the Fire Extinguishers.

4 Means of Escape

- a) The doors must be kept free of obstruction.
- b) The Hirer must familiarise themselves with the emergency exits and ensure that the escape routes can be used safely.

5 Outbreaks of Fire

- a) The fire Brigade must be called in the event of any outbreak of fire, however slight and Oxford Downs must be informed immediately.

- b] Occupants should evacuate the building, helping young and disabled where necessary.
- c] Where safe to do so the Hirer should check the building room by room.
- d] Everyone should gather at an assembly point in the car park.
- e] No one should re- enter the building until it has been declared safe.

6 Accidents and Dangerous Occurrences

a] The Hirer must report all accidents involving injury to Oxford Downs **as soon as possible** and complete the relevant section in the accident book. Any failure of equipment belonging to Oxford Downs or brought in by the Hirer must also be reported **as soon as possible**.

7 Compliance with Legislation

a] The Hirer must, if preparing, serving or selling food, observe all the relevant food health and hygiene regulations.

b] The hirer must ensure that any activities provided for children comply with relevant legislation for the protection of children.

c] The Hirer must not carry out or permit fly posting or any other form of unauthorised advertisements.

d] The Hirer must, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales.

8 Compliance with Licences

If a license is required for the activity held at the Clubhouse, the Hirer should ensure that they hold the relevant license, if Oxford Downs does not already have it.

9 Drunk and Disorderly Behaviour and the supply of Drugs

The Hirer must ensure that in order to avoid disturbing the neighbours and to avoid violent and criminal behaviour, care should 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 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 must be asked to leave the premises.

No illegal drugs may be brought onto the premises.

10 Noise

The Hirer must ensure that the minimum of noise is made on arrival and departure. Particularly late at night and early in the morning. The Hirer must ensure that any sound amplification equipment does not cause annoyance to neighbours.

11 Animals

The Hirer must ensure that no animals or birds, with exception of Guide Dogs are brought into the premises, other than for a special event agreed to by Oxford Downs. No animals are allowed in the kitchen at any time.

12 No Alterations

No alterations or additions may be made to the premises, nor may any fixtures, placards or decorations or other articles be attached in any way to any part of the premises, without prior permission.

13 Stored Equipment

Oxford Downs accept no responsibility for any stored equipment, or any other property brought in or left on the premises and all liability for loss or damage is hereby excluded. All equipment and other property [unless agreed by Oxford Downs], must be removed at the end of the hire. Fees may be charged for each day or part of, until the items are removed. Oxford Downs may at our discretion, dispose of any stored equipment or other property after giving 7 days notice and may charge the Hirer any costs incurred in storing or disposing of the items.

14 Indemnity

The Hirer must indemnify and keep indemnified against;

[1] The cost of repair of any damage done to any contents of the premises or any part of the premises including the Cricket ground and Car park.

[2] All claims, losses, damages and costs in respect of damage, loss of property or injury to persons, arising as a result of the use of the premises.

[3] All claims, losses, damages and costs incurred as a consequence of any nuisance caused to a third party, as a result of the use of the premises by the Hirer.

The Hirer is urged to take out adequate insurance to insure against the Hirers liability under the above.

The Hirer shall, if so required, produce the insurance policy and current receipt or other evidence of cover.

Oxford Downs is insured against any claims arising out of its **own** negligence.

15 Cancellation

a] If the Hirer wishes to cancel the booking before the date of the event and Oxford Downs are unable to replace the booking, the question of the payment or the repayment fee shall be at our discretion.

b] Oxford Downs reserve the right to cancel this hiring by written notice to the Hirer, if in our opinion the circumstances warrant such action. Any hire fees will be refunded but we will not be liable for any indirect loss or damage whatsoever.

16 End if Hire

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, ensuring that all occupants have left, the building is properly locked and secured, unless directed otherwise and any contents temporarily removed from their usual positions are properly replaced. Otherwise Oxford Downs shall be at liberty to make an additional charge. No combustible items should be left in waste bins. Hirers should report any damage.

17 No Rights

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