

RURAL URBAN SYNTHESIS SOCIETY

The RUSS Hub

STANDARD CONDITIONS OF HIRE

- 1) These standard conditions apply to all hiring of the Society's premises. If the Hirer is in any doubt as to the meaning of the following, the RUSS Representative should be consulted.
- 2) The RUSS Hub **Facilities Guide** is an integral part of the Standard Conditions of Hire and provides details of all arrangement for safety and licensing. A copy is available to all users of the Hub throughout the period of Hire. This may be updated from time to time.
- 3) **The Premises:** For the purposes of this document, "the Premises" is The RUSS Hub building, together with the areas within the boundary fences to the front and rear of the building.
- 4) **Responsibility:** The Hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge of the Premises during the period of Hire and will ensure that they or their Authorised Representative(s) will be on the Premises at all times when the public are present and that all conditions, under this Agreement, relating to the management and supervision of the Premises are met.
- 5) **Supervision:** The Hirer shall, during the period of Hire, be responsible for:
 - a) The supervision of the Premises, the Fabric and the Contents ("the hired");
 - b) The care of the hired and their safety from damage, however slight, or change of any sort;
 - c) The behaviour of all persons using the Premises, whatever their capacity, including ensuring all users are aware parking is **not permitted** anywhere on Church Grove;
 - d) Ensuring that the maximum capacity for the space is respected. The maximum permitted number of people allowed in the space is

28 seated or 45 standing audience
 - e) Ensuring guests do not park along Church Grove or obstruct the Highway. **Parking is not permitted anywhere on Church Grove**, apart from one blue badge holder or loading bay

within the confines of the bollards at our entrance gate. This can only be used with prior agreement of the Society. Bicycle racks are available for up to 10 cycles.

6) **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-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. Sleeping overnight at the Hub is strictly prohibited.

7) **Children and vulnerable adults:** The Hirer shall ensure that any activities for children comply with the provisions of the Children Act 1989 and subsequent legislation, and that only fit and proper persons, who have passed Disclosure and Barring Service (DBS) checks where required, have access to the children and vulnerable adults.

8) **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.

9) **Supply of Alcohol and Regulated Entertainment:** The Society does not hold a **Premises License**. Where the purpose of hire includes the sale or supply of alcohol and/or Regulated Entertainment, as defined in current licensing legislation, the Hirer will ensure compliance with that legislation. In particular, the Hirer shall ensure that:

- a) any required License or Permit is in place. The Hirer shall, after first receiving permission in writing from the Society, give a **Temporary Event Notice ("TEN")** to the licensing authorities.
- b) during the period of hire, no activities occur on the Premises in contravention of the TEN.

10) **Drunk and Disorderly Behaviour:** 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, nor 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.

11) **Illegal Drugs:** No illegal drugs may be brought onto the Premises.

12) **Public Safety Compliance:** The Hirer shall read and comply with all safety instructions provided in the premises User Guide, in particular the instructions for fire and electricity. Before

opening the Premises' doors to the attendees, the Hirer shall ensure that:

- a) all fire exits are in good working order and routes are free from obstructions.
- b) there are no obvious fire hazards, or tripping or slipping hazards.

13) **Accidents and Dangerous Occurrences:** The Hirer must comply with laws relating to reporting of Incidents. Current requirements are outlined in the Premises **Facilities Guide**.

14) **Fire Safety – Restricted materials:** To prevent a fire starting, the following materials cannot be used or brought to the Hub;

- Candles
- BBQs
- Cooking equipment other than those provided by RUSS
- Flammable liquids such as;
 - Petrol and other fuels
 - Solvents or industrial products such as paint, ink and adhesives*
- Gases such as liquefied petroleum gas (LPG) or methane
- Explosive substances

*If, for example, your event includes art materials please contact RUSS to agree the use of these in advance, as we may need to change our risk assessment to allow their use.

15) **Fire Safety - Smoking & Vaping**

- a) No smoking or vaping is allowed inside the Hub or outside the main entrance on the street. For the comfort of other users, please only smoke or vape in the designed designated smoking area beside the bike store
- b) A bin is provided for cigarette butts –do not dispose of butts in the internal bins or anywhere else on the site.
- c) Please respect other users and our neighbours by only using the designated area. Do not smoke outside the main entrance on the street and avoid open windows and nearby buildings.

16) **Electrical Safety**

- a) Before using portable electrical equipment provided in the Hub, please take a moment to inspect it for damage as per the checklist in the **Facilities Guide**. If damage is found, do not use the equipment and inform RUSS as soon as possible
- b) Mobile phones, laptops and other common handheld devices are acceptable in the Hub and can be charged if needed. Users are responsible for ensuring their equipment and charger is in good working order (use the checklist below)

c) Any other types of large or high voltage electrical equipment (e.g. equipment not normally found in an office environment) must be approved by RUSS before use. Proof of electrical safety may be needed before use.

17) **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, meat and seafoods on the Premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The Premises are provided with a refrigerator. Food may only be stored on the Premises with the permission of an Authorised Representative.

18) **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 current legislation. A check list for electrical safety is provided in the Facilities Guide. If any fault occurs in any electrical appliance during the period of hire it must be withdrawn from use. Any failure of equipment belonging to the Society must also be reported as soon as possible.

19) **Noise:** The Hirer shall comply with the Local Authority's noise limiting requirements:

(a) amplified sound must be contained within the building, sound amplifiers shall not be permitted and the space will not be let out for band practice or a disco.

(b) the Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning.

Permitted hours are (& restricted use of outdoor area) :

Monday-Friday 8am-9pm (8am to 7pm)

Saturday 9am-9pm (9am to 7pm)

Sunday 10am-5pm (10am to 3pm)

Events should aim to finish Mon-Sat 8:30pm and Sun 4:30pm to ensure lockup by either 9pm or 5pm respectively.

20) **Explosives and Flammable substances:** The Hirer shall ensure that no highly flammable substances, including paints, adhesives, solvents and party decorations are brought into in any part

of the building.

21) **Heating and Barbecues:** The Hirer shall ensure that no unauthorised heating or cooking appliances are used in the Premises. No form of Barbecue or other portable cooking appliance will be authorised.

22) **Animals:** Animals are permitted in the space; however, the Hirer shall ensure that dogs are kept on a lead at all times in the outside areas.

23) **Sale of Goods:** The Hirer shall, if selling goods on the Premises, comply with trading laws and any code of practice used in connection with such sales.

24) **Playing or Performance of Copyright Material:** The Society holds no relevant licence. Where the purpose of hire includes the live performance, or the playing of recordings, of any copyright material, whether music, plays, dance or film, when members of the public are present, the Hirer shall ensure that:

a) all required Licenses or Permits are in place.

b) during the period of hire, no activities occur on the Premises in contravention of that license or permit.

25) **Film Shows:** The Hirer shall ensure that children are restricted from viewing films in accordance with British Board of Film Classifications.

26) **Dangerous and unsuitable performances:** Performances involving danger to the public or of a sexually explicit nature shall not be given.

27) **Stored or other Equipment:**

a) The Society accepts no responsibility for any stored equipment or other property brought into the Premises and all liability for loss or damage is hereby excluded.

b) All equipment and other property (other than that stored by agreement), must be removed at the end of each period of hire.

c) If the Hirer fails either to remove any property brought on to the Premises for the purpose of the Hiring, the Society may, at its absolute discretion, dispose of any such items by sale or otherwise on such terms and conditions as it thinks fit, and may also charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

28) **No Alterations:** No alterations or additions may be made to the Premises, nor may any fixtures be installed, nor placards, decorations or other articles be attached in any way to any part of the Premises without the prior written approval of the Authorised Representative. The Hirer must

remove all such articles at the end of the hiring unless otherwise agreed with the Society. Any unauthorised articles left on the Premises will, without prejudice to clause 24 above, be disposed of by the Society as it thinks fit. The Hirer will make good to the satisfaction of the Society any damage caused by such installation and removal.

29) **Fly Posting:** The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertising for any event taking place at the Premises. Failure to observe this condition may lead to prosecution by the Local Authority.

30) **Rubbish disposal and recycling.** The Hirer shall be responsible for putting all rubbish produced as a result of the Hire in the appropriate bins in the building. Recycling and composting instructions are in the **Facilities Guide**. The Hirer may be charged for failure to follow the instructions in the **Facilities Guide**.

31) **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 the Society shall be at liberty to make an additional charge.

Events should finish Mon-Sat 8:30pm or Sun 4:30pm to ensure lockup by either 9pm or 5pm respectively.

32) **Insurance and Indemnity:**

a) The Hirer must take out suitable insurance regarding the liabilities arising from the above Clauses which may not be covered by the Hirer's existing policies. In particular the Hirer must take out Employer's Liability Insurance and Public Liability Insurance.

b) If The Hirer engages a Third Party Contractor to carry out activities at the Property then The Hirer shall ensure that the Third Party Contractor has cover with a reputable insurer to cover its potential liabilities in relation to its activities at the Property.

33) **Cancellation:** The Hirer may cancel the hiring in writing up to 10 working days before the event. The Society reserves the right to cancel the 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 election

b) an emergency requiring the use of the Premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.

c) the Society reasonably considering that

- (i) such hiring will lead to a breach of these Conditions, licensing conditions, if applicable, or other legal or statutory requirements;
- (ii) unlawful or unsuitable activities will take place at the Premises as a result of this hiring.
- (iii) the premises are unsuitable for the use intended by the Hirer;

In any case of cancellation:

- d) the Society shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever;
- e) if the Cancellation is within 4 weeks of the event, the question of the payment or repayment of the fee shall be at the discretion of the Society;
- f) the Hirer is responsible for notifying all persons due to attend the Premises for the purposes of the Hire

34) Additional clauses for Co-workers renting a hot-desk :

- a) Notice period for cancellation: 2 weeks by either party
- b) Invoicing and payment - RUSS will invoice monthly, by the end of the calendar month. Payment should be made by credit transfer to:

Rural Urban Synthesis Society

Account number: 65454646

Sort code: 08-92-99

Bank name: The Co-operative Bank

Bank address: PO Box 250, Delf House, Southway, Skelmersdale, WN8 6WT

c) RUSS states that the maximum number of co-working desks available for hire shall be 3, and that no more than 5 individuals will co-work in the space at any one time. RUSS can review this at any time and will inform co-workers of any change with 2 weeks' notice.

d) Post and deliveries may be sent to the Church Grove address. However, RUSS will not be responsible for accepting deliveries.

e) Meetings with external visitors are not generally allowed in the space during co-working time - there are several cafes and bars in the neighbourhood suitable for meetings. However, if the hub is not booked, and other co-workers are agreeable, the space can be used for meetings, at the discretion of the RUSS Representative.

f) However, should regular co-workers wish to book the Hub for meetings at a specific time,

RUSS can offer a discount on the hourly rate. This may only be possible on specific weekdays. The rate and availability will be confirmed by the RUSS Representative.

g) You may make reasonable use of mobile phones, respecting others using the space.

h) You may make reasonable use of your own music systems - using headphones with volume at an acceptable level. The general playing of music or radio in the space is not permitted.

35) **No Rights:** The Hiring Agreement constitutes permission only to use the Premises and confers no tenancy or other right of occupation on the Hirer.

I have read and understood and agree to the Standard Conditions of Hire for The RUSS Hub.

Name

Signed

Date