

## Whaddon Village Hall and Recreation Ground hiring agreement

Please ensure you have read and understood the sections *Standard conditions of hire* and *Special Conditions of Hire during COVID-19* following the main form before completing and returning it. Please pay particular attention to the maximum number of individuals allowed to attend your event as indicated in SC7. The Whaddon Village Hall and Recreation Ground Trust stresses that hirers be aware that on signing the agreement they enter into a contract that could be used in evidence should legal action become necessary.

DATED

PARTIES

The Village Hall and Recreation Ground (hereafter the "Village Hall") are managed by Whaddon Village Hall and Recreation Ground Trust (hereafter WVHRGT) on behalf of Whaddon Parish Council.

### AGREED as follows:

In consideration of the hire fee described in clause 1.4, WVHRGT agrees to permit the Hirer to use the premises described in clause 1.5 for the purpose described in clause 1.6 for the period(s) described in clause 1.1. The details inserted in sub-clauses 1.1 to 1.6 below are terms of this agreement. This Hiring Agreement includes the annexed Standard Conditions of Hire and the Special Conditions of Hire (if any) set out in the attached Schedule.

#### 1.1 Date(s) required:

Date(s)

Time required (hours)  Starting at   
**Minimum 2 hours**

Current charges are £7 per hour for hirers living in Whaddon, and £11 per hour for non-Whaddon hirers, or as otherwise agreed with the Lettings Officer.

#### 1.2 WVHRGT:

|     |                           |         |
|-----|---------------------------|---------|
| (a) | Registered Charity No     | 1140851 |
| (b) | Authorised Representative |         |
|     | Authorised role           |         |
|     | Telephone Number          |         |

#### 1.3 Hirer:

|     |   |  |
|-----|---|--|
| (a) | Name  |  |
| (b) | Organisation  |  |
| (c) | Name of Organisation's<br>Authorised Representative |  |
|     | Address   |  |

Telephone Numbers &amp; email

|  |
|--|
|  |
|--|

1.4 **Hire Fee**

£

**Deposit**

£

The booking fee is payable at the time of making the. **Payment should preferably be made by Online Banking to HSBC Royston, Sort Code 40-39-22, Account 31464051.** The Hirer shall deposit the sum of £50 by cheque at time of booking, unless the Hirer lives in Whaddon, in which case the charging of a deposit will be at the Lettings Officer's discretion; the Hirer will still be liable for any costs arising from their failure to leave the Hall in the condition in which they found it.

If the Hirer wishes to cancel the booking before the date of the event and the WVHRGT is unable to conclude a replacement booking, the following charges will apply:

|   |             |
|---|-------------|
| 28 days or more in advance of the event | 100% refund |
| 14–27 days in advance                   | 50% refund  |
| 7–13 days in advance                    | 25% refund  |
| Less than 7 days                        | No refund   |

This deposit cheque will be destroyed within 28 days of the termination of the period of hire provided that no damage or loss has been caused to the premises and/or contents nor complaints made to the WVHRGT about noise or other disturbance during the period of the hiring as a result of the hiring.

Commercial Use?                      No                      Yes

**Commercial Hirers:** Whaddon Village Hall is held on strict trust with the Charity Commission for the purposes of a Village Hall. WVHRGT is bound to ensure that the Village Hall is administered in accordance with those trusts. Accordingly the WVHRGT is bound to preserve and hereby reserves the right to terminate this Agreement by not less than 7 days notice in writing to the Hirer in the event of the hall being required on the same date/time for the fulfilment of its charitable purposes.

In the event of such termination by the WVHRGT, WVHRGT shall refund to the Hirer all monies paid by the Hirer to the WVHRGT. WVHRGT shall not however be liable to make any further payment to the Hirer in respect of expenses, costs or losses incurred directly or indirectly by the Hirer in relation to the termination.

1.5 **Premises**

Whole of Hall

Recreation Ground

1.6 **Purpose/description of hiring:**

|  |
|--|
|  |
|--|

**2. The Village Hall has no Premises Licence of any type. It is the responsibility of the Hirer to be in possession of an appropriate license if licensable activities are proposed to be conducted as part of this Hire.**

- (a) Where a licensable activity will take place, the Hirer will make available to the WVHRGT a copy of the relevant license(s) if requested.
- (b) The Hirer agrees not to exceed the maximum permitted number of people in the Hall, including the organisers/performers. This number of persons is **80**.
- (c) In order to hold a licensable activity on the premises, a Temporary Event Notice (TEN) will need to be given to the licensing authority.

The Hirer shall obtain the written consent of the WVHRGT 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 on the number of TENs which can be granted annually for any premises. Lack of co-operation could affect future fundraising by the hall management committee and local voluntary organisations.

**3. The Hirer agrees with the WVHRGT to be present (by its authorised representative, if appropriate) during the hiring and to comply fully with this Hire Agreement. It is understood that occasionally it may be necessary for the hirer to gain access to the Hall the day after the hiring to complete clear-up; this MUST be done with the consent of the WVHRGT Lettings Officer so as not to interfere with any use of the hall at this later time. Any such re-entry is done at the individual's own risk.**

**4. It is hereby agreed that the Standard Conditions of Hire together with any additional conditions imposed under the Premises Licence (2.1) or that the WVHRGT deem necessary shall form part of the terms of this Hiring Agreement unless specifically excluded by agreement in writing between the WVHRGT and the Hirer.**

**5. 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.**

As Witness the hands of the parties hereto:

Signed by the person named at 1.2(b) above, duly authorised, on behalf of the WVHRGT

Signed by the person named at 1.3(a) above or at 1.3(c) above, duly authorised, on behalf of the organisation named at 1.3(b) above, where applicable

## Standard conditions of hire

These standard conditions must be made available to all hirers either in hard or electronic copy or should be made available for all on the Village Hall notice board. If the Hirer is in any doubt as to the meaning of any of the conditions, the Hall Secretary or Booking Clerk 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. As directed by the WVHRGT, 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 (including the car park) 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 or unsuitable 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. Insurance and indemnity

(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 the premises including the curtilage thereof or the contents of the premises
- (ii) the cost of any special cleaning after an event to return the hall to its normal condition§ deemed appropriate by the WVHRGT
- (iii) all claims, losses, damages and costs made against or incurred by the WVHRGT, their 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
- (iv) all claims, losses, damages and costs made against or incurred by WVHRGT, 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 the WVHRGT and their employees, volunteers, agents and invitees against such liabilities.

(b) WVHRGT has taken out adequate insurance to insure the liabilities described in sub-clauses (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. WVHRGT shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of the WVHRGT and its 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 the WVHRGT 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 the WVHRGT. Failure to produce such policy and evidence of cover will render the hiring void and enable the hall secretary to rehire the premises to another Hirer.

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

**5. 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.

**6. Music Copyright licensing**

Where appropriate, the hirer shall ensure that the hirer holds relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL).

**7. Film**

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.

**8. Childcare Act 2006**

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable groups Act 2006 and only fit and proper persons who have passed the appropriate Criminal Records Bureau checks should 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 the WVHRGT with a copy of their CRB check and Child Protection Policy on request.

**9. 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 the hall'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 the hall's health and safety policy.

The Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to the secretary of the management committee.

- (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 Brigade and evacuating the hall.
  - The location and use of fire equipment. (Include diagram of location when handing over keys.)
  - 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.
  - Location of the first aid box.
- (b) In advance of any activity whether regulated entertainment or not 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 for instant free public exit.
  - That any fire doors are not wedged open.
  - That exit signs are illuminated.
  - That there are no obvious fire hazards on the premises.
  - That emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

**10. 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 the premises and comply with any other licensing condition for the premises.

**11. Drunk and disorderly behaviour and supply of illegal drugs**

The Hirer shall ensure that in order to avoid disturbing neighbours to the hall and avoid violent or criminal behaviour; care shall be taken to avoid excessive consumption of alcohol. No illegal drugs may be brought onto the premises. Drunk and disorderly behaviour shall not be

permitted either on the premises or in its immediate vicinity. 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 in accordance with the Licensing Act 2003.

**12. 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 Temperature Regulations. The premises are provided with a refrigerator but not a thermometer.

**13. 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. Where a residual circuit breaker is provided the hirer **must** make use of it in the interests of public safety.

**14. Stored equipment**

WVHRGT accepts no responsibility for any stored equipment or other property brought on to 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.

WVHRGT 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 the WVHRGT 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.

**15. Smoking**

The Hirer shall, and shall ensure that the Hirer's invitees, comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises. The Hirer shall ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

**16. Accidents and dangerous occurrences**

Any failure of equipment belonging to the Village Hall or brought in by the Hirer must also be reported **as soon as** possible. The Hirer must report all accidents involving injury to the public to a member of the WVHRGT **as soon as** possible and complete the relevant section in the village hall's accident book. Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. The WVHRGT Secretary will give assistance in completing this form and can provide contact details.

**17. Explosives and flammable substances**

The hirer shall ensure that:

- (a) Highly flammable substances 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 management committee. No decorations are to be put up near light fittings or heaters.

**18. 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 the WVHRGT. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

**19 Animals**

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, unless previously agreed with WVHRGT. No animals whatsoever are to enter the kitchen at any time.

**20. 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 the WVHRGT 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.

**21. 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.

**22. Cancellation**

WVHRGT 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) the WVHRGT 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 the WVHRGT shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

**23. 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 WVHRGT shall be at liberty to make an additional charge.

**24. 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 the WVHRGT. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the WVHRGT remain in the premises at the end of the hiring. It will become the property of the Village Hall unless removed by the Hirer who must make good to the satisfaction of the WVHRGT any damage caused to the premises by such removal.

**25. No rights**

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

## Special Conditions of Hire during COVID-19

**These conditions are supplemental to, not a replacement for, the hall's ordinary conditions of hire.**

It is against the law for people to gather socially in a group of more than six (6), whether indoors or outdoors, unless covered by an exemption. This limit does not apply to a single household group or support bubble which is more than 6 people.

Community facilities following COVID-19 Secure Guidance can however, host more than 6 in total, but users must adhere to all Special Conditions of Hire.

These special conditions were originally produced on 21 July 2020; they were revised on 18 September 2020, when the following sections were revised or added: **SC 15, 17,18 and 19. Hirers should pay special attention to these.** It was further completed revised **on 7 April 2021.**

### SC1:

You, the hirer, will be responsible for ensuring those attending your activity or event comply with the COVID-19 Secure Guidelines while entering and occupying the hall, as shown on the attached poster which is also displayed at the hall entrance. Please pay particular attention to using the hand sanitiser supplied when entering and leaving the hall and after using tissues.

### SC1:

You, the hirer, will be responsible for ensuring those attending your activity or event comply with the COVID-19 Secure Guidelines while entering and occupying the hall, as shown on the attached poster which is also displayed at the hall entrance. Please pay particular attention to using the hand sanitiser supplied when entering and leaving the hall and after using tissues.

### SC2:

You undertake to comply with the actions identified in the hall's risk assessment, of which you have been provided with a copy.

### SC3:

The hall will be cleaned before you arrive and you will be responsible for cleaning all regularly used surfaces during your period of hire (including tables, chairs, wash hand basins, door handles) using either the products supplied or your own ordinary domestic products. Please see **SC12** re kitchen use/cleaning.

You may enter the hall up to 30 minutes earlier than your hire start time, in order to prepare the hall and to wipe down essential surfaces, as per our Covid-19 Risk Assessment  
Please take care cleaning electrical equipment. Use cloths - do not spray!

### SC4:

You will make sure that everyone likely to attend your activity or event understands that they **MUST NOT DO SO** if they or anyone in their household has had COVID-19 symptoms in the last 48 hours, and that if they develop symptoms within 10 days of visiting the premises they **MUST** use the Test and Trace system to alert others with whom they have been in contact. They must seek a COVID-19 antigen test.

### SC5:

You will keep the premises well ventilated throughout your hire, with windows and doors open as far as convenient. You will be responsible for ensuring they are all securely closed on leaving.

### SC6:

You will ensure that no more than 25 people attend your activity/event, in order that social distancing can be maintained. You will ensure that everyone attending do so in groups of no more than 6 or two households and that such groups do not mingle. You will ensure social distancing of 2m between individuals or groups is maintained by everyone attending as far as possible, including while waiting to enter the premises. You must ensure that everyone observes the one-way entry/exit system (enter via the Hall's original door, exit via the porch doors, except people with disabilities who will use the porch doors for entry and exit, whilst attending



to 2m social distancing guidelines). As far as possible observe social distancing of 1m plus mitigation measures when using more confined areas (e.g. moving and stowing equipment, accessing toilets) which should be kept as brief as possible. You will make sure that no more than 1 person uses each suite of toilets at one time (except disabled toilet, if a second person is necessary to assist) and that no more than 2 people use the kitchen at any one time.

**SC7:**

You will take particular care to ensure that social distancing is maintained for any persons aged 70 or over or likely to be clinically more vulnerable to COVID-19, including for example keeping a 2m distance around them when going in and out of rooms and ensuring they can access the toilets, kitchen or other confined areas without others being present. For some people, passing another person in a confined space is less risky, but for older people that should be avoided.

**SC8:**

You will position furniture or the arrangement of the room as far as possible to facilitate social distancing of 2m between individual people or groups of six or less people or 2 households or 1m with mitigation measures such as: seating side by side, with at least one empty chair between each person or household group, rather than face to face, face coverings and good ventilation. If tables are being used, you will place them so as to maintain social distancing across the table between people from different household groups who are face to face e.g. using a wide U-shape.

**SC9:**

You **MUST** keep a record of the date and time the activity started and the name and contact telephone number or email of all those who attend your event (or a member of any group of up to 6 people or 2 households who attend together). This can be done either by operating an advance booking system which collects these details, or by asking everyone who attends to use the NHS QR poster at the hall entrance to register their attendance and by keeping a record of any who do not register using their smartphone app and the hall's NHS QR poster or your own NHS QR poster.

**SC10:**

You will be responsible for the removal and disposal of all rubbish created during your hire, including tissues and cleaning cloths, in the rubbish bags provided, before you leave the hall. Rubbish bags will be kept in a box outside of the kitchen, in order to avoid unnecessary contamination of the kitchen.

**SC11:**

Users are encouraged to bring their own drinks and food. If food or drink is being served (as distinct to being made on a DIY basis) it must be served only at tables or as a takeaway service. Provision of food or drink **MUST** cease before 10pm (i.e. be cleared away by then). If food and drink is served at tables you **MUST** ensure there is no mingling between groups at different tables, which must be seated in accordance with SC6.

You will be responsible, if drinks or food are made, for ensuring that all crockery and cutlery is placed in the dishwasher and a wash cycle is begun, prior to you leaving. The Village Hall Cleaner will empty the dishwasher after every cycle. Tea towels will be removed from the hall, to avoid cross contamination, but paper towels are available if required. We will provide washing up liquid and washing up cloths.

**SC12:**

At the point of booking, please advise the Bookings Secretary if you are to use the kitchen. If you have not confirmed this with her, then please refrain from using it. If you do have to enter the kitchen, you **MUST** inform the Bookings Secretary. The kitchen will be thoroughly cleaned by the hall cleaner, after each hire, if you have advised of your intention to use. You will however, still be required to clean all surfaces that you have used, as **SC3**

**SC13:**

We will have the right to close the hall if there are safety concerns relating to COVID-19, for example, if someone who has attended the hall develops symptoms and a thorough deep clean is required or if it is reported that the Special Hiring Conditions above are not being complied with, whether by you or by other hirers, or in the event that public buildings are asked or required to close again. If this is necessary, we will do our best to inform you promptly and you will not be charged for this hire.

**SC14:**

In the event of someone becoming unwell with suspected Covid-19 symptoms while at the hall, you should remove them to the designated safe area which is behind the screen, to the left of the patio doors. You will provide tissues, two plastic bags (for disposal of tissues etc, a small hand sanitiser, disposable mask and hand wash. The person attending the individual that has taken ill must wear a face shield/visor (all items available in COVID-19 First Aid box, within the treatment area). You must also supply a bowl of warm water for handwashing. Tissues and paper towels should be disposed of into the double plastic bag, which is sealed and placed in a secure place for 72hrs.

You must ask others in your group to provide contact details if you do not have them and then leave the premises, observing the usual hand sanitising and social distancing precautions. Please advise all parties to launder their clothes when they arrive home. You must inform the Bookings Secretary immediately on **07903 884825**, who will instruct the cleaner to complete a deep clean.

**SC15:**

For events with more than 30 people (when allowed) you will take additional steps to ensure the safety of the public in relation to COVID-19 and prevent large gatherings or mass events from taking place, for example by operating a booking system or providing attendants or stewards who will ask people to seat themselves furthest from the entrance on arrival, to exit closest to the exits first and invite people to use toilets in the interval row by row.

**SC16:**

You will ensure that any equipment you need and that is brought into the hall, is cleaned prior to you doing so. If group users bring their own equipment, please request that this is not shared with other hall users, in order to avoid cross contamination.

**SC17:**

In order to avoid risk of aerosol or droplet transmission you must take steps to avoid people needing to unduly raise their voices to each other, e.g. refrain from playing music or broadcasts at a volume which makes normal conversation difficult.

**SC18:**

You will encourage all those attending your activity to wear a face covering unless an exemption or other government guidance applies to the activity. A face covering is not required when people are eating or drinking but they should be seated.

**SC19:**

Closing: Provision of food and drink MUST cease by 10pm.