# **BRAMHAM VILLAGE HALL - CONDITIONS OF HIRE**

### 1. DEPOSIT/BOND

For all events, other than funerals and children's parties, a returnable bond of £100.00 will be required prior to the event. This will only be returned to the hirer if there are no costs relating to damage of the hall or fitments, or for cleaning up in the village hall and surrounding areas. This payment can be made as a returnable cheque or a refundable BACS payment.

#### 2. LICENSES.

The Village Hall holds an alcohol licence and an entertainment licence, granted by Leeds City Council. If the hirer wishes to sell alcohol they must complete the "Bar licence permission" form available from the booking site, or use the stocked and staffed paid bar that may be able to be provided by the Bramham Community Action Group.

# 3. 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 the premises or allow the premises to be used for any unlawful purpose or in any unlawful way. The hirer shall not do anything or bring on to the premises anything which may endanger the same or render invalid any insurance policies in respect thereof. The consumption of alcohol will only be allowed if the hiring form specifically states that this is included.

### 4. SUPERVISION.

During the period of hire, the hirer will be responsible for supervision of the premises, the fabric and the contents including their care, safety from damage, however slight; or change of any sort. The hirer will be responsible for the behaviour of all persons using the premises whatever their capacity. This will include proper supervision of car parking arrangements so as to avoid obstruction of the highway.

Where the hall is hired for an event which will be attended by a large number of people under the age of 21, the hirer must agree to proper adult supervision of the event. This must constitute at least one person over the age of 25 to every 10 people under the age of 21. The committee shall be at liberty to cancel the booking or stop the event if proper supervision is not provided in accordance with this clause.

At any event the hirer is responsible for nominating a responsible person who will be in attendance throughout the time of the event and who will be responsible for taking charge in the event of any accident or incident.

# 5. COMPLIANCE WITH SAFEGUARDING LEGISLATION

The hirer shall ensure that any activities for children, young people and vulnerable adults comply with current legislation relating to the protection of these groups. The hirer is to ensure full and appropriate supervision of all activities and that only fit and proper persons have access to persons in these vulnerable groups.

### 6. 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.

# 7. PUBLIC SAFETY COMPLIANCE.

The hirer shall take all reasonable precautions to ensure the safety of attendees of any function or event and to comply with all appropriate legislation relevant to that function or event.

#### 8. HEALTH AND HYGIENE.

The hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. Hirers of the hall are welcome to use the crockery, cutlery, cooker and microwave oven. The Committee accept no responsibility for any damage or injury arising from the use of this equipment. All equipment used must be cleaned and left ready for use by any subsequent hirer.

### 9. ELECTRICAL APPLIANCE SAFETY.

The hirer shall ensure that any electrical appliances brought to the premises and used there shall be safe and in good working order and used in a safe manner. Where a residual circuit breaker is provided, the hirer must make use of it in the interests of public safety.

# 10. INSURANCE AND INDEMNITY

The hirer should note that the village hall insurance policy only covers events organised by the committee and any claims brought about by the negligence of the committee. It is a requirement of these conditions that the hirer must ensure that he or she is fully insured against any third party claims which may lie against him or her

(or the organisation if acting as a representative) whilst using the Village Hall. Where a charge for entry to an event is made, the hirer must provide full insurance cover for that event.

If there is any damage to the premises, due to the hirer's neglect, which results in an insurance claim by the Village Hall Committee, hirers should note that the insurers might subsequently seek financial redress from the hirer.

#### 11. ACCIDENTS AND DANGEROUS OCCURRENCES

The hirer must record all accidents and incidents involving injury to the public in the Accident and Incident book kept in the kitchen. Any failure of equipment, either that belonging to the hall or brought in by the hirer must also be reported as soon as possible. Certain types of accident or injury must be reported on a special form to the Local Authority. The committee will give assistance in completing this form. This is in accordance with the Reporting of Injuries Diseases and Dangerous Occurrences Regulation (RIDDOR) 1995.

### 12. ANIMALS

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

# 13. FLY POSTING IN THE SURROUNDING AREAS.

The hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the Hall and shall indemnify the committee 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.

### 14. SALE OF GOODS

The hirer shall, if selling goods on the premises, comply with the Fair Trading Laws and any code of practice used in connection with such sales. In particular the hirer shall ensure that the total price 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 Manufacturer's Recommended Retail Prices.

# 15. CANCELLATION

If the hirer wishes to cancel the booking before the date of the event the bond will be returned if due notice of 21 days has been given. The Committee reserves the right to cancel the hiring in the event of the Hall being required for use as a Polling Station for a Parliamentary or Local Government election or by-election in which case the hirer shall be entitled to a refund of any deposit already paid.

### 16. UNFIT FOR USE

In the event of the hall or any part thereof being rendered unfit for the use for which it has been hired, the committee shall notify any affected hirers who may choose to cancel (see above) and the 21 day notice will be wiaved. The committee will not be liable to the hirer for any resulting loss or damage whatsoever, should they choose to continue with the booking.

#### 17. REFUSAL OF BOOKING

The committee reserves the right to refuse a booking without notice or to cancel the hiring agreement at any time before or during the term of agreement upon giving 14 days notice in writing to the hirer. The hirer shall be entitled upon such notice to reimbursement of such moneys including the deposit or a proportion of the same, which have been paid by the hirer to the committee. The committee shall not be liable to make any further payment to the hirer.

### 18. 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 committee shall be at liberty to make an additional charge.

#### 19. NOISE

The hirer shall ensure that the minimum of noise is made on arrival and departure. The hirer shall take all precautions to ensure people do not gather outside the hall or in the churchyard and cause a nuisance to residents who live near the hall. Unless a special licence has been granted by Leeds City Council, music volume, live or recorded, must be turned down at 23.00 hours to be inaudible outside the premises, as per the relevant legislation.