

# Burgh St. Peter Village Hall Management Trust

## Full Conditions of Hire

The hire agreements of Burgh St Peter Village Hall are subject to these standard terms and conditions of hire and any Special Conditions of hire arising from the purpose of hire. When the Hirer is in any doubt as to the meaning of the following the Village Hall Secretary should be consulted.

### Exclusions from conditions.

No exclusion of any term or condition can apply unless specifically granted in writing by the Village Hall Committee.

#### 1. Understanding the Village Hall Hiring Conditions

The Hirer will ensure that all their assistants understands the village halls hiring conditions. The Hirer is responsible for the health and safety of their guests.

#### 2. Statement of purpose and supervision of hire

The Hirer has entered a clear and unambiguous statement of the purpose of hire on the booking form before signing or provided any clarification necessary as an additional statement in writing to the Booking Clerk. The Hirer undertakes to appoint a sufficient number of competent persons, aged 18 or over, to provide adequate supervision throughout the hiring by to ensure the provisions and stipulations referred to in the Hall Conditions and any applicable licences are complied with.

The Hirer accepts responsibility for being in charge off and on the premises at all times when the public are present and for ensuring that all conditions under the agreement relating to supervision and management are met.

#### 3. The Hirer is responsible during the whole period of the hire for making sure that:

- Number of people using each room is not more than the permitted for each room.
- Use of premises namely the building, its fabric and contents, its access, car park and surrounding land, is fully supervised to keep those premises safe from damage of any sort.
- A fully charged mobile phone is available for use in an emergency.
- The purpose and conduct of the hire does not disrupt the use of any room hired by others.
- Behaviour of all persons, whatever their capacity, using the premises, remains under control.
- Car parking arrangements are controlled to avoid obstruction of the highway or access road.
- No excessive noise occurs during the hire.
- A minimum of noise is made by any person on arrival or departure particularly late at night or early morning.
- Any electrical appliances brought onto the premises for use shall be certified safe and in good working order, and used in a safe manner, using residual current circuit breakers where appropriate.
- The front doors remain unlocked but kept closed for the duration of the event.

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4. The Hirer is responsible during the whole period of hire for making sure that:
  - The premises are not sub-hired or used for any purposes other than that described in the hire agreement.
  - The premises are not used by the Hirer or anyone else for any unlawful purpose or in any unlawful way.
  - No birds or animals, except guide dogs, are brought in the building. Without written permission of the hall.
  - No animals whatsoever enter the kitchen at any time.
  - Nothing that may endanger the premises allowed to be brought onto the premises.
  - No action is allowed that may render any insurance cover for the premises invalid.
  - NO DRUGS are allowed on the premises and there is NO SMOKING in the building.
  - No L P Gas appliances or highly inflammable substances are brought onto the premises.
  
5. The Hirer is responsible at the end of the hire for making sure that:
  - Everything is left clean and tidy with rubbish bagged and removed and placed in the appropriate colour coded bin.
  - All equipment, chairs and tables have been returned to storage positions.
  - The premises are cleaned of people, all lights are switched off.
  - All doors and windows are locked securely.
  - The bi-fold doors shall be locked open or closed whilst the hall is hired. These doors represent a trap hazard to fingers and must not be used by children at any time.
  
6. Authority to supply alcohol or to provide public entertainment.

Alcohol may be supplied and consumed on the premises under the authority of the Village Hall Committee under the Premises License. Performance of entertainment for the public should be discussed with the Booking Clerk.

The Village Hall Committee may require that the Hirer shall obtain a Temporary Events License at their own expense, but no Hirer may seek such a license without the consent of the Village Hall Committee.
  
7. Compliance with The Children Act of 1989.

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 relevant succeeding legislation.

Any activity for all children must be operated in accordance with the guidelines available for relevant activities, in accordance with ERYC guidelines to ensure that only fit and proper persons have access to the children. The Hirer of the hall shall provide the Village Hall Committee with a copy of their CRB Check and child protection policy on request.

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### 8. Compliance with other relevant legislation.

- The Hirer must not contravene the law relating to gaming, betting and lotteries.
- The Hirer must comply with all conditions and regulations required by the Premises Licensing Act, particularly in connection with events that which include public dancing or music, or stage plays or films or similar entertainment.
- The Hirer must observe all relevant food health and hygiene legislation and regulations if preparing serving or selling food.
- The Hirer must comply with Fair Trading Laws if selling goods on the premises and any code of practice used in connection with such sales; Ensure that the total prices of all goods and services and the organisers name and address are prominently displayed, and that discounts offered are based on the Manufacturer's Recommended Retail Prices.

### 9. Prevention of Fly Posting

The Hirer shall not carry out or permit flyposting, or any other illegal form of unauthorised advertisements except on the notice boards provided, for any event taking place at the premises without permission of the Village Hall Committee.

### 10. Indemnity from the Hirer

The Hirer shall indemnify and keep indemnified each member of the Village Hall Committee and the Hall's employees, volunteers, agents and invitees against

- a) The cost of repair of any damage done to any part of the premises including the contents of the premise
- b) All actions, claims, and costs of proceedings arising from any breach of the Village Halls Hiring Conditions
- c) All claims in respect of damages, including damage for loss of property or injury to persons, arising as a result of the use of the premises (including accidental damage) to the premises or to the fixtures and fittings or contents and for loss of contents.

### 11. Insurance

A Commercial Hirer shall take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against all claims arising as a result of the hire, and on demand shall produce the policy and current receipt or other evidence of cover to the bookings clerk. Failure to produce such policy and evidence of cover will render the hiring void and enable the bookings clerk to rehire the premises to another Hirer.

The Village Hall Committee is insured against any claims arising out of its own negligence and its public liability cover extends to cover non-profit making, i.e. non-commercial Hirers. (This does not cover bouncy castles or other inflatable devices, fireworks, the use of naked flame, sponsored walks, rides or similar events) Items stored by any Hirer in the building are not insured except by prior arrangement with the Village Hall Committee and is confirmed in writing by Secretary of the Village Hall Committee.

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### 12. Dangerous Occurrences

The Hirer must report all Accidents and Dangerous Occurrences initially to the Booking Clerk. The Hirer must report all accidents involving injury to the public to the Secretary of the Village Hall Committee as soon as possible and complete the relevant section in the Hall's Accident Book. Any failure of equipment, either that belonging to the Hall, or brought in by the Hirer must be reported as soon as possible.

In accordance with the RIDDOR, certain types of accident or injury must be reported on a special form to the local authority. The secretary of the Village Hall Committee will give assistance in completing this form on request.

### 13. 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, the Halls Fire Risk Assessment and the Halls Health and Safety Policy in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children

- a) The Hirer acknowledges that they have received instruction on the following;
  - Action to be taken in the event of fire, calling the Fire Brigade and evacuating the hall.
  - Location and use of equipment
  - Fire Escape routes and the need to keep them clear.
  - Methods of operating escape doors. The importance of fire doors and of closing all fire doors in the event of a fire.
- b) In advance of an entertainment or play the Hirer will check the following;
  - That all fire exits are unlocked, and panic bolts are in working order.
  - That all escape routes are free from obstruction and can be safely used.
  - That Exits are illuminated.
  - Means of Escape.
  - All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.

### 14. Stored Equipment

The Village Hall Committee 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 that stored on the premises by written agreement, must be removed at the end of each hiring or storage period.

The Village Hall Committee may dispose of any such items 7 days thereafter at its discretion, by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer daily storage fees and costs incurred in storage and selling or otherwise disposing of the same

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### 15. Electrical Equipment

The Village Hall Committee are responsible for the regular testing of electrical appliances belonging to the hall, the hirer is responsible for the regular testing of electrical appliances that are brought by them into the hall are safe and are used in a safe manner.

### 16. Alterations

No alterations or additions may be made to the premises, and no fixtures are to be installed (or placards, decorations, or other articles be attached) in any way to part of the premises without the prior written approval of the Village Hall Committee.

Any alteration, fixture or fitting, or attachment, so approached shall at the discretion of the Village Hall Committee, remain in the premises end of the hiring and become the property of the Hall or, be removed by the Hirer. The Hirer must make good to the satisfaction of the Village Hall committee any damage caused to the premises by such removal.

### 17. Cancellation by Hires

If the Hirer cancels the booking before the date of the event and the Hall is unable to conclude a replacement booking, the Hall may, at its discretion, require a further payment of hire fees or withhold part of the special deposits and hire charge already paid.

### 18. Cancellation by the Hall

The Village Hall Committee reserves the right to cancel a hiring by written notice to the Hirer in the event of the premises being required for use as a Polling Station for a Parliamentary or Local Government election or byelection or referendum, or the Village Hall Committee reasonably considers that;

- a) Such hiring may lead to a breach of the licensing conditions or other legal or statutory requirements, or
- b) Unlawful or unsuitable activities may take place at the premises as a result of the hiring, or
- c) The premises have become unfit for the use intended by the Hirer. In any such case the Hirer shall be entitled to a refund of any deposit or hire fees already paid, but the Hall shall not be liable for any resulting direct or indirect loss or damages whatsoever.

### 19. Restriction of benefit of the hire agreement

None of the provisions of the hire agreement are intended to or will operate to confer any benefit pursuant to the contracts (Right of Third Parties) Act 1999 on a person who is not named as a party to this hire Agreement. The Hire Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirers.