

# **DORRINGTON VILLAGE HALL STANDARD CONDITIONS OF HIRE**

## **Definitions**

For the purposes of this agreement and the conditions of hire, the term “Hirer” shall mean an individual hirer or, where the “Hirer” is an organisation that organisation. “Premises” means those parts of the Village Hall stated on the Booking form being those subject to this hire agreement. “Booking” means the contract between the Hirer and Dorrington Village Hall as detailed on the online Event Booking Form (“the Event Booking Form”) and on the terms detailed in these conditions. “Period” means the time or times reserved under these conditions and “the Function” means that described and authorised by the Booking. If the Hirer is in any doubt as to the meaning of any of the conditions, the Hall administrator should immediately be consulted.

## **Hiring agreement**

In consideration of the Venue Hire Fee and additional charges detailed on the booking invoice, Dorrington Village Hall agrees to permit the Hirer to use the Premises for the Function and for the Period(s) described in the Event Booking Form. All details inserted in the Event Booking Form are part of this Agreement. This Event Booking includes the Standard Conditions of hire set out below.

## **Standard conditions of hire**

### **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 Hall Administrator, 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 Booking 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.

The use of bouncy castles and similar inflatable equipment is permitted subject to the Hirer satisfying one of the conditions set out below and providing evidence in writing (or by email) if required to the Hall administrator.

- (a) A copy of the equipment provider's current Public Liability Insurance Certificate
- (b) Confirmation from the hirer's own insurers that they have third party cover which would cover any claims made against them in the event of any incident. A responsible adult must supervise the equipment at all times and it is this person who should provide evidence of suitable cover. (Most household policies should cover this at no additional cost but if not taking out separate event insurance will suffice but please ensure you make it clear what the event is and that the cover is appropriate.

Please note that if you wish to use a bouncy castle or similar inflatable outside on the grass behind the Village Hall this is not permitted as part of the hire of Dorrington Village Hall as the Recreation Ground is owned by Shropshire Council. You must separately contact Shropshire Council and get their permission. A copy of Shropshire Councils email granting permission for the use of the bouncy castle must be sent to the Halls administrator as part of your booking.

Please note that the Hall shall not be liable for any incident however arising from the use of any such equipment.

#### **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) all claims, losses, damages and costs made against or incurred by the village hall management committee, 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

(iii) all claims, losses, damages and costs made against or incurred by the village hall management committee, 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 village hall management committee and the Village Hall's employees, volunteers, agents and invitees against such liabilities.

(b) The Village Hall shall take out adequate insurance to ensure 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. The village hall shall claim on its insurance for any liability of the Hirer hereunder, but the Hirer shall indemnify and keep indemnified each member of the village hall management committee and the village hall's 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 village hall does not insure the liabilities described in sub-clauses (a)(ii) and (iii) above, the Hirer shall take out adequate insurance to ensure such liability and on demand shall (if required) produce the policy and current receipt or other evidence of cover to the village hall administrator.** Failure to produce such policy and evidence of cover will render the hiring void and enable the hall administrator to rehire the premises to another Hirer.

The village hall 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**

In the case of a booking for a dance or music or any other public entertainment of like kind, it is the responsibility of the hirer to ensure that they have the appropriate and relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) covering the extent of their own activities and if requested, to provide a copy to the hall administrator.

## **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. Safeguarding children, young people and adults at risk**

The Hirer must ensure that any activities for children, young people and adults at risk are only provided by fit and proper persons in accordance with the Children Act 1989 and 2004, the Safeguarding Vulnerable groups Act 2006 and any subsequent legislation. When requested, you must provide us with a copy of your safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring service (DBS). All reasonable steps must be taken to prevent harm, and to respond appropriately when harm does occur. Relevant concerns must be reported.

## **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) It is the responsibility of the hirer to ensure they familiarise themselves with the following safety considerations and convey the same to all persons using the Hall during the hire period:

- 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.
- 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.

A plan showing the location of the fire extinguishers, fire exits and assembly points is displayed in the entrance of the Hall and hirers should ensure they have studied this.

(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.
- (c) The number of persons in the Hall at any time during the hire period shall not exceed the number stated on the Event Booking Form and in no circumstances must it exceed the Hall's overall capacity, displayed in the entrance.

## **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 no alcohol is sold or supplied to any person under the age of 18 and 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. The hirer should provide their own thermometer where required to ensure compliance.

When hiring outside catering companies if requested a copy of their current public liability certificate must be forwarded to the hall administrator.

## **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. The hirer should ensure they are familiar with the procedure for isolating the power to the premises in an emergency. Instructions are displayed in the entrance foyer.

#### **14. Stored equipment**

The village hall 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.

The Village Hall 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 village hall management committee 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 village hall management committee as soon as possible and complete the relevant section in the village hall's accident book.

## **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 management committee. 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, other than for a special event agreed to by the Village Hall. 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 village hall's management committee 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. Setup/Clear-up time**

The hire period starts and finishes at the time booked. Any additional time for setting up and clearing up is at the absolute discretion of the Management Committee and the Committee reserve the right to make an additional charge for such a period, or to restrict the booking strictly to the stated time in the event of demand for bookings from other users.

### **23. Cancellation**

If the Hirer cancels a booking at least four weeks before the date of the event, the Village Hall will return in full the breakages deposit and any Venue hire fees already paid less an administration fee of £15.00. If the Hirer cancels the booking between two and four weeks before the date of the event, the Hirer shall be liable for 50% of the Venue hire fee. Any monies in excess of that sum being returned to the Hirer. If the Hirer cancels the booking less than two weeks before the date of the event or fails to proceed with the booking thereafter, the Hirer shall be liable for the full Venue hire fee. Any breakages deposit paid by the Hirer will be returned to the Hirer.

The Village Hall 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 Village Hall management committee 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 monies already paid, but the Village Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

### **24. Regular Bookings**

Hirers booking the Hall for a recurring event eg a weekly class, should note that the whole cost of the booking is payable for each date that the booking applies. No refund or credit will be made for any part of the booking that is not used for any reason unless:



- (a) Such cancellation is made by the Village Hall eg circumstances such as para 22 above.
- (b) Adequate notice has been given by the hirer (minimum 2 week).

## **25. Payment of Regular Bookings**

All existing regular users must pay for their use of the Hall no later than the 15<sup>th</sup> of the month following their use. Every effort will be made to ensure an invoice is produced within 7 days of the month end, but this cannot be guaranteed and no extension to the due date will be given where the invoice is delayed due to holidays or other circumstances. In the event of late payment, the Village Hall Committee or its authorised representative reserve the right to cancel further bookings until payments are brought up to date.

## **26. End of hire**

The Hirer shall be responsible for leaving all parts of the premises and surrounding area in a clean and tidy condition. Specifically:

- (a) Toilets and kitchen should be left clean, and floor of the Hall and corridor should be swept or mopped as appropriate.
- (b) All tables, chairs and staging must be stacked according with the instructions displayed and trolleys must be left tidy with brakes applied.
- (c) The premises shall be properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the Village Hall shall be at liberty to make an additional charge which may be deducted from the deposit.

## **27. 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 Village Hall Administator. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Village Hall 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 Village Hall any damage caused to the premises by such removal.

## **28. No rights**

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