

We really look forward to welcoming you to the Failand Village Hall and trust your event will be as enjoyable and successful as its circumstances allow.

The following standard conditions apply to all hiring of the Failand Village Hall and we ask that you read it and download a copy for reference.

If you have any doubts as to the meaning of any of the wording, the Administrator can be contacted on 07814 178937 (office hours wherever possible please) or email failandvillagehall49@gmail.com

Our apologies for the formality of this document, we are obliged to be thorough.

1. Age

The Hirer is required to be over 21 years of age, and 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 should, 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 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 should not use the premises, including the car park for any purpose other than that described in the Hiring Agreement and shall not sublet 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 & Damage

A deposit of £100 will be charged. This will be returned after a final check of the premises.

The Hirer shall be liable for:

The cost of repair of any damage (including accidental and malicious damage) done to any part of the premises, or its contents, and including the area of land surrounding the Hall.

The Village Hall is insured against any claims arising out of its own negligence.

5. Licensed Bar

It is a statutory requirement of the Hall Licence that a person of not less than 21 years of age shall be nominated and accepts responsibility for complying with the Licence conditions and will be present throughout the booking when premises are used for Public Entertainment of any kind.

(a) A fully staffed bar can be provided for most functions by arrangement at the time of booking

- (b) A corkage fee (to be agreed at the time of booking) will be charged for any alcoholic drinks bought onto the premises
- (c) The bar closes at 10:30pm. We can apply for an extension until midnight (to be agreed at the time of booking)

6. Gaming, betting and lotteries

The Hirer should ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

7. Music Copyright licensing

The Village Hall holds relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) and is therefore licensed for music and dancing.

8. TV & Film

The Hall has no television licence and therefore hirers should ensure no television streaming takes place.

Children should 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.

9. Childcare Act 2006

The Hirer should 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 Disclosure and Barring Service checks (DBS) should have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities.

10. Public safety compliance

The Hirer should 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 should also comply with the Hall's health and safety policy.

The Fire Service should be called to any outbreak of fire, however slight, and details be given to the Administrator

1. 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.
 - 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.
2. In advance of any activity, whether regulated entertainment or not, the Hirer should 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).

11. Noise

The Hirer should ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer should, 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.

12. Drunk and disorderly behaviour and supply of illegal drugs

(a) The Hirer should ensure that, in order to avoid disturbing neighbours to the Hall and avoid violent or criminal behaviour, care should be taken to avoid excessive consumption of alcohol. No illegal drugs may be brought onto the premises. Drunk and disorderly behaviour will 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 will be asked to leave the premises in accordance with the Licensing Act 2003.

In the event of unacceptable behaviour, the bar staff, at their discretion have the authority to close the bar and clear the Hall without prior warning.

13. Health and hygiene

The Hirer should, 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 and thermometer.

14. Electrical appliance safety

The Hirer should ensure that any electrical appliances brought by them to the premises and used there are safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989.

15. 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.

16. Smoking

The Hirer should ensure that all guests comply with the prohibition of smoking in public places provisions of the Health Act 2006. Any person who breaches this provision will be asked to leave the premises. The Hirer should 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, or leave litter.

17. 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 the Village Hall Administrator 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 Village Hall Administrator will give assistance in completing this form and can provide contact details of the Incident Contact Centre. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

18. Explosives and flammable substances

The hirer should ensure that:

- (a) Highly flammable substances are not brought into, or used in any part of the premises. This includes fireworks.
- (b) No internal decorations of a combustible nature (e.g. Chinese lanterns, 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.
- (c) Bonfires are not allowed unless by prior agreement

19. Heating

The Hirer should ensure that no unauthorised heating appliances are used on the premises when open to the public without the consent of the management committee. Portable Liquefied Propane Gas (LPG) heating appliances can not be used.

20. Animals

The Hirer should 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 Committee. No animals whatsoever are to enter the kitchen at any time.

In the case of authorised dog shows and dog training, dogs are only to be exercised on the front grass area next to Clevedon Road (main road) and Hirer's are asked to provide their own dog poo bin.

21. Fly posting

The Hirer should not carry out or permit fly posting or any other form of unauthorised advertisement for any event taking place at the premises. Failure to observe this condition may lead to prosecution by the local authority.

22. Sale of goods

The Hirer should, 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 should ensure that the total prices of all goods and services are prominently displayed.

22. Cancellation

If the Hirer wishes to cancel the booking before the date of the event, and The Village Hall is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Village Hall Committee. The Village Hall reserves the right to cancel this hiring by written or email 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 deposit already paid, but the Village Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

23. End of hire

The Hirer is 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 moved from their usual positions properly replaced, otherwise the Village Hall shall be at liberty to make an additional charge and/or retain their deposit.

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 Hall Secretary. 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.

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.