



## **Standard Conditions of Hire**

These standard conditions apply to all hiring of the Hall and a copy should be given to all Hirers. If the Hirer is in any doubt as to the meaning of the following, the Bookings Secretary should immediately be consulted.

### **1. Age**

The Hirer, not being a person under 21 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 to avoid obstruction of the highway. As directed by the Bookings Secretary, 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, and
- (ii) all claims, losses, damages and costs made against or incurred by Heath Village Barn 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, and
- (iii) all claims, losses, damages and costs made against or incurred by Heath Village Barn 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 Heath Village Barn Committee and the Hall's employees, volunteers, agents and invitees against such liabilities.

(b) Heath Village Barn Committee 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. Heath Village Barn Committee shall claim on its insurance for any liability of the Hirer hereunder, but the Hirer shall indemnify and keep indemnified each member of Heath Village Barn Committee and the 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 insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the Bookings Secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the Bookings Secretary to rehire the premises to another Hirer. The 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**

The Hirer shall ensure that the Hall holds relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, the hirer holds a licence for their purposes of hire.

### **7. Film**

Not permitted at the Hall. The Hall does not hold a MPLC Umbrella Licence for motion pictures.

### **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 Disclosure and Barring Service (DBS) 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 Heath Village Barn Committee with a copy of their DBS check and Child Protection Policy on request. Child Protection Policies are the responsibility of the Hirer.

### **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 Safety 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 Bookings Secretary.

(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 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 clearly visible.
- That there are no obvious fire hazards on the premises.

### **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. Music must be kept to a reasonable level with windows and doors closed. Music must be switched off at the agreed time as shown on the Booking Form. All music must be kept to a reasonable level and doors and windows kept closed. The base sounds kept to a minimum. For evening bookings: Music must be turned off by 9pm. The Committee reserve the right to stop an event if there is noise disruption and complaints from neighbours of excessive levels of music or any event going past the agreed music shut off time. Your deposit will be kept in this instance.

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

The Hirer shall ensure that 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. The Committee reserve the right to stop an event in this instance and your deposit will be kept.

### **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 and freezer. The hirer shall provide any temperature measurement equipment, calibrated as necessary to comply with the Regulations.

### **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 Barn's PAT Testing certificate is displayed at the Hall.

### **14. Stored equipment**

Heath Village Barn Committee 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 must be removed at the end of each hiring. The Barn Management Committee may use its discretion in any of the following circumstances: Vehicles must not be left on the premises after the booking and will incur costs.

- (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, dispose 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 or litter. A bin is located on the outside of the building for this purpose.

### **16. Accidents and dangerous occurrences**

Any failure of equipment belonging to the 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 Bookings Secretary as soon as possible and complete the relevant section in the Hall's accident book. Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. The Bookings Secretary will give assistance in completing this form and can provide contact details of the Incident Contact Centre. The Bookings Secretary will give assistance in completing these details. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

### **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 Hall Management Committee. No decorations are to be put up near light fittings, cookers, 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 Heath Village Barn Committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

#### **19. Animals**

The Hirer shall ensure that no animals are brought onto the premises, without written agreement between Heath Village Barn Committee and the Hirer.

#### **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 Heath Village Barn 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. 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 Heath Village Barn Committee shall be at liberty to make an additional charge.

#### **23. No alterations**

No alterations or additions may be made to the premises, nor may any fixtures be installed. Any decorations or other articles should only be attached accordingly to the guidance in the Information for Hirers. Any requirements outside of this, must be agreed in writing prior to the booking date. Any alteration, fixture or fitting or attachment so approved must be carefully removed from the premises at the end of the hiring. The Hirer must make good to the satisfaction of Heath Village Barn Committee any damage caused to the premises by such removal.

#### **24. No rights**

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

This statement was last updated on 26th September 2023.