

Hildenborough Village Hall
Registered Charity No. 302764
Standard Conditions of Hire as at September 2014

SUPERVISION

The Hirer (who must be older than 18 years) shall, during the period of 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 so as to avoid obstruction of the highway. As directed by the Hall 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.

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 or use the premises or allow the premises to be used for any unlawful 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.

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.

LICENCES

The opening hours of the premises are Saturday 08:00 - 00:15 Sunday to Friday 08:00 - 23:59

The Hall holds a Performing Rights Society Licence which permits the use of copyright music in any form e.g. record, compact disc, taped, radio or by performers in person. If other licences are required in respect of any activity in the Village Hall, the Hirer should ensure that they obtain the relevant Licence, having previously obtained the written agreement of the Management Committee, and shall be responsible for their observance.

The Hall does NOT hold a licence from Phonographic Performance Ltd.

PUBLIC SAFETY COMPLIANCE

The Hirer shall comply with all Conditions and Regulations made in respect of the premises by the Fire Authority, Local Authority, Licensing Authority 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.

Performance involving danger to the public, or of a sexually explicit nature, shall not be given.

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification.

a) The Hirer acknowledges that they need to be aware of the following matters:

- The action to be taken in the event of fire. This includes calling the Fire Service and evacuating the Premises
- The location and use of fire equipment
- Escape routes and the need to keep them clear with gangways in seating at least 1070mm wide.
- Method of operation of escape door fastenings.
- The location and use of the First Aid Box (to the left of the Entrance to the Main Hall)

b) In advance of the entertainment or play 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, and remain, free of decorations and obstruction and can be safely used
- That exit signs are illuminated.
- That there are no obvious fire hazards on the premises.

c) Attention is particularly drawn to the restriction on the number of persons allowed in the various rooms under various conditions. They are:

	Main Hall	Finzi Room
Closely seated audience using chairs only, as for a play	200	80
Dancing - without any tables at all and just chairs along the walls	150	75
With chairs at tables as for a Meal or Wedding Reception	150	45
Dancing, with chairs and tables but leaving the centre clear	150	45
Exhibitions with display stands, as for an Art or Flower Show	100	30

NB: The numbers allowed for Dancing are those for Ballroom Dancing, but for Barn Dances and Jiving the number must be reduced.

d) The Hirer or the person in charge shall throughout the whole time the premises are open to the public, be assisted by a sufficient staff of competent attendants which shall apply separately to each floor. In the case of an audience comprising mainly children, there shall be on the ground floor one attendant for each 50 children, and on upper floor two. All attendants shall be instructed by the person in charge as to their duties in the event of a fire or panic.

The Licensee, the person in charge and all such attendants shall take due precautions for the prevention of accidents and fire.

6. MEANS OF ESCAPE

All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.

7. OUTBREAKS OF FIRE

The Fire Service shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Secretary of the Management Committee.

B. 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

9. 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 us aware of it in the interests of public safety.

10. INDEMNITY

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) the cost of repair or any damage done to any part of the premises including the curtilage thereof or the contents of the premises

(b) all claims, losses, damages and costs 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

(c) all claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer. The Village Hall is insured against any claims arising out of its own negligence. Commercial Hirers must have adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against the Hirer's liability under the above paragraph and 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 Hall Secretary.

11. ACCIDENT AND DANGEROUS OCCURRENCES

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. Any failure of equipment belonging to the Village 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 in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR). The Hall Secretary will give assistance in completing this form.

12. 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 prior consent of the Management Committee. No decorations to be put up near light fittings.

13. HEATING

The Hirer shall ensure that no unauthorised heating appliances are used on the premises when open to the public without the prior consent of the Management Committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

14. DRUNK AND DISORDERLY BEHAVIOUR AND SUPPLY OF ILLEGAL DRUGS

The Hirer shall ensure that 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. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk or to any person suspected of being under the age of 18. 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. No illegal drugs may be brought onto the premises.

15. 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 Management Committee.

No animals whatsoever are to enter the kitchen at any time.

16. COMPLIANCE WITH THE CHILDREN ACT 1989

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act 1989 and that only fit and proper persons who have passed the appropriate Criminal Records Bureau checks 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 the Village Hall Management Committee with a copy of their Child Protection Policy on request.

17. 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 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.

18. SALE OF GOODS

The Hirer shall, if selling goods on the premises, comply with any code of practice used in connection with such sales. They will be expected to:

a) Conduct all transactions in accordance with the Fair Trading laws,
Trading Descriptions Act 1968

Copyright, Design & Patents Act 1988

European Communities Act 1972

Sale of Goods Act 1979

Mock Auction Act 1961

Trade Marks Act 1994

Price Marking Order 1991

Price Marking Order 1999

Consumer Transaction Order 1976

b) Ensure that the total price of all goods and services are prominently displayed. Discounts are to be based only on Manufacturers Recommended Retail Prices (where such recommended prices are published) or on the price at which goods have previously been sold by the Hirer.

c) Avoid the use of price comparisons such as 'worth' and 'value'.

d) Ensure that there shall be no exclusion of consumers' rights and, in particular, rights in respect of the replacement of faulty goods.

e) Display the organiser's full name and address on all publicity material and at the sale itself.

f) Nominate a senior member of the organiser's staff to be present throughout the period of the hire and to be responsible for handling customer's complaints.

g) Recognise that this hiring is also an undertaking by the organiser that the sale will be conducted in accordance with Fair Trading practices.

h) Agree that the Management Committee may give notification of the proposed sale to the K.C.C., to include details of date, time, place and organiser as listed above, and that officers of the authority are permitted entry during the time of the hiring.

i) Ensure that members of the public are not prevented from entering or leaving the premises during the sale.

j) Agree that the Management Committee reserves the total and unquestionable right to cancel any booking or stop any sale any time before or during the sale should any of these conditions be breached.

k) Accept that although at the date of the hiring no other person or body requires to use (or has expressed the desire to use) the Hall at the same date and time the Management Committee reserves the right in the event of a subsequent application for a booking at the same date and time being received from a person or body not engaged in any commercial or profit-making activity, to terminate the booking by not less than fourteen days' notice in writing. The Committee undertakes to refund to the Hirer such monies as have been paid by the Hirer to the Committee, but no further monies will be paid by the Committee to the Hirer for any actual or presumed loss of trading profit or for any other cause.

19. 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 Management Committee shall be at liberty to make an additional charge.

20. CANCELLATION

If the Hirer wishes to cancel the booking before the date of the event and the Management Committee 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. 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 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.

21. 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, specifically asking people leaving the premises to do so with minimum noise and disturbance to local residents. 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. Ensuring, bearing mind the Hall is in a residential area, that:-

a) noise attributable to the playing of live or recorded music on the premises shall not be audible in neighbouring residences with windows open in a manner typical for ventilation, nor affect users of other parts of the premises.

b) doors including Entrance or Fire Exit doors are NOT used to provide additional ventilation.

22. STORED EQUIPMENT

The Village Hall 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 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, in its discretion in any of the following circumstances, namely -

a) in respect of stored equipment, failure by the Hirer either to pay any storage charges due and payable or to remove the same within 7 days after the agreed storage period has ended

b) in respect of any other property brought on the premises for the purposes of the hiring, failure by the Hirer to remove the same within 7 days after the hiring dispose of them at Owners expense.

23. 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 Management Committee remain in the premises at the end of hiring. It will become the property of the Village Hall unless removed by the Hirer who must make good to the satisfaction of the Hall 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 on the Hirer.

These Conditions apply to all hiring's of the rooms at the Village Hall. If the Hirer is in any doubt as to their meaning the Hall Secretary or Booking Clerk should immediately be consulted.