

Hire Leigh Village Halls terms & conditions

TERMS & CONDITIONS OF HIRE

If the hirer is in any doubt as to the meaning of the following, please immediately contact the Lettings Officer.

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. No teenage parties are permitted.

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. As directed by the Lettings Officer, 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 for any purpose other than that agreed, 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. Use of Bouncy Castles is permitted inside the halls subject to the conditions listed in 4. below.

4. Bouncy Castles etc.

If a bouncy castle, inflatable or trampoline is hired by the hirer of the Halls, the hirer must ensure that the supplier has full public liability insurance and the following must be observed:

- a) An adult representative is to act in a supervisory capacity at all times;
- b) Only allow children of a similar age and size on the equipment at any one time;

- c) Avoid over-crowding and ensure that the manufacturer's recommendations for numbers are not exceeded;
- d) Soft matting must be positioned to cover any hard surface at the open end and/or sides;
- e) Users to remove any potentially dangerous objects such as jewellery or shoes;
- f) The equipment must be moored securely;
- g) A trampoline must be fitted with safety side netting to prevent falls and not used by more than one person at a time;
- h) No food or drink allowed on the equipment at any time;
- i) No person over the age of sixteen shall be permitted on the equipment unless such equipment bears the prefix "adult". Where "adult" use is permitted adults and people under the age of sixteen are not permitted to participate on the same equipment at the same time.

5. Licences

The hirer will be responsible for obtaining any necessary licences for events for which the premises are not licenced. A Temporary Event Notice (TEN) will be required by the licencing authority, once agreement has been obtained from the Lettings Officer (as there is a restriction on the number of licences per year). For large events, including weddings, the Leigh British Legion club can assist with the provision of a bar and associated licences.

6. 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. Please note that there is no licence for public cinematograph exhibitions, but people may show films to invited audiences provided no charge is made for admission. The halls are not licenced for dramatic productions.

7. Music Copyright licensing

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

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 appropriate Criminal Records Bureau checks should have access to the children.

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, (the Halls are located on the High Street between the shop and the Fleur de Lis public house, postcode TN11 8RL) and details shall be given to the secretary of the management committee. The Halls must be evacuated and any occupants of neighbouring properties, such as the British Legion club and Steward's house.

There are notices in the lobby regarding:

- 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.

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.
- That emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the premises are occupied.

10. Moving furniture

The Hirer shall take care when moving tables, chairs and other furniture across the wooden floors in the premises.

11. Health and hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. The fridge in the premises is to be kept on.

12. 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.

13. 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.

14. 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. Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

15. 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.

16. Refusal of booking

The Village Halls reserve the right to refuse a booking without notice or to cancel this hiring agreement upon giving 7 days' notice in writing to the Hirer. The Hirer shall be entitled upon such notice to reimbursement of any deposit already paid.

17. 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. The Village Hall reserves the right to cancel this 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 by-election
- 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
- the premises becoming unfit for the use intended by the Hirer
- 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.

18. No decorations

No notices of any kind may be fixed to the walls, doors or ceilings, decorations are not permitted without prior application to the Lettings Officer. Please ensure that all balloons, both in the hall and outside (on signposts for example) are removed at hire end.

19. End of hire

The hirer must ensure that all events finish by midnight and that any music ceases at 11.30pm. 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 village hall shall be at liberty to make an additional charge. It is the responsibility of the hirer to remove all rubbish from the site at hire end.

20. No rights

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