

# LOWICK VILLAGE HALL

## Hire Terms & Conditions

### STANDARD TERMS AND CONDITIONS OF HIRE

1. **SUPERVISION** - The Hirer will, 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 and access to the premises.
2. **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.
3. **SMOKING/ VAPING** is not permitted in the hall, or car park.
4. **LICENCES** - The Hirer shall be responsible for obtaining such licences as may be needed whether for the sale or supply of intoxicating liquor, or from the Performing Rights Society or from Phonographic Performances Ltd or otherwise and shall be responsible for the observance of same.
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. **PUBLIC SAFETY COMPLIANCE** - The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the local Magistrate's Court, Health and Safety Executive or otherwise, particularly in connection with any event which includes public dancing or music or similar public entertainment or stage plays.
7. **HEALTH AND HYGIENE** - The Hirer shall, if preparing, serving or selling food observe all relevant food health and hygiene legislation and regulations.
8. **ELECTRICAL APPLIANCE SAFETY** The Hirer shall ensure that any electrical appliance brought by him/her on to the premises and used there shall be safe and in good working order and used in a safe manner. Where a residual circuit breaker is provided under terms of the PEL or CPL the Hirer must make use of it in the interests of public safety. The Hirer shall also ensure that any such appliances brought onto the premises by another party for use at the event shall comply with the foregoing.
9. **INDEMNITY** - The Hirer shall indemnify the Village Hall Committee and Trustees (hereafter referred to as LVHC&T) for the cost of repair of any damage done to any part of the property including the curtilage thereof or the contents of the buildings which may occur during the period of the hiring as a result of the hiring. The Hirer shall be responsible for making arrangements to insure against any third party claims which may lie against him or her (or the organisation if acting as a representative) whilst using the premises.
10. **ACCIDENTS AND DANGEROUS OCCURRENCES** - The Hirer must report all accidents involving injury to the public as outlined in the Hall's Health & Safety Policy. Any failure of equipment belonging to the Hall must also be reported as soon as possible.
11. **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 Managers and no animals whatsoever are to enter the kitchen at any time.
12. **SAFEGUARDING** - The Hirer shall ensure that any activities involving children comply with the provisions of the Children Act of 1989 and 2004, and the Children and Vulnerable Persons Act 2012

- The Hirer is required under this legislation to ensure that children and vulnerable persons are protected at all times by taking all reasonable steps to prevent the occurrence of any injury, loss, damage or harm.
  - All Hirers who are Regular Users are required to have in place an approved Safeguarding Policy on commencement of each period of Hire For Organisations with No Safeguarding Policy of their own: The LVHC&T has a safeguarding policy which forms an integral part of this Agreement. Acceptance of the booking is conditional upon the Hirer agreeing to work within the terms and conditions of this policy. For Organisations with their own Safeguarding Policy: The LVHC&T will accept an Organisation's own Safeguarding Policy but will require evidence that it is properly formulated, that a current version exists. All Hirers who are occasional or "One Off" Users (e.g. Children's Parties) are not required to have a Safeguarding Policy but must comply with the general requirements stated in the first part of this clause.
13. SALE OF GOODS - The Hirer shall, if selling goods on the premises, comply with the Fair Trading Laws and any code of practice used in connection with such sales and the LVHC&T reserves the right to refuse permission for any sales of goods to take place during any hiring of the premises.
  14. CANCELLATION - As far as practicable, the hirer must give 7 days notice if they wish to cancel the booking before the date of the event. If the VHC is unable to conclude a replacement booking, the question of the payment or repayment of the fee shall be at the discretion of the LVHC&T.
  15. UNFIT FOR USE - In the event that the premises or any part thereof being rendered unfit for the use for which it has been hired, the VHC shall not be liable to the Hirer for any resulting loss or damage whatsoever other than the cost of the hire.
  16. REFUSAL OF BOOKING - The LVHC&T reserves the right to refuse a booking without notice or explanation or to cancel this hiring agreement at any time before or during the term of the agreement. The Hirer shall be entitled to reimbursement of any monies paid up until the point of cancellation. The LVHC&T shall not be liable to make any further payment to the Hirer.
  17. TEENAGE PARTIES - Due to the location of the building and its proximity to neighbours, teenage parties are not permitted except where the Hirer is known personally by the bookings manager or members of the LVHC&T and acceptance of the booking is at their discretion. In this instance the hall must be vacated by 11pm
  18. 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 shall be properly replaced. The Hirer shall remove from the premises all equipment and other materials brought into the hall by the hirer or whomsoever for use during the booking. A cleaning charge may be added to the invoice for any failure to comply, if the management of the building has to clean or restore items.
  19. CHAIRS AND TABLES – Unless by agreement with the Village Hall Management or the next users of the hall, tables and chairs must be returned to the places where they are normally stored.
    - Please note that ALL CHAIRS must be stacked at the back of the hall AND NOT ON THE STAGE. Stacks should be no more than 7 high, and two rows may be necessary. The chair trolleys should be left by the chair stacks, and NOT IN THE STORE ROOMS.
    - All tables should be stacked at the back of the stage, and left behind the screens stored there. 3 Longer tables are left in the committee room. They should not be swapped for short tables which should remain in the Main Hall

- Round tables for events are available and are stored in the container. Please contact us if you need help accessing these.
20. RUBBISH - The hirer shall likewise remove from the premises all refuse arising from the booking. The LVHC&T shall be at liberty to make an additional charge if this is not done.
  21. NOISE -The Hirer shall ensure that the minimum of noise is made on arrival and departure of those attending the event. Furthermore the Hirer shall ensure that noise levels on the premises and in the curtilage of the premises shall not cause a nuisance to neighbouring properties
  22. EMERGENCY - In the event of an emergency, there is a contact by the main hall entrance door.
  23. PARKING - Car parking is available at the front and rear of the premises. Great care must be taken to reduce any inconvenience to our neighbours, and all cars must be removed at the end of the letting. Please do not park in the 2 spaces allocated for charging EVs – unless you are charging your EV.
  24. HALL KITCHEN - If the Kitchen is part of the letting, it is the responsibility of the hirer to ensure that all items are left in good condition at the end of the let. Cookers and water heaters should be left switched off.
  25. KEYS - It is the Hirer's responsibility to return the key on completion of the hire as agreed with the Hall Bookings Coordinator.
  26. COVID/PANDEMICS - In case of a pandemic, such as Covid-19 or any other future pandemics, the LVHC&T will seek to follow all current government guidelines. We reserve the right to close the building due to any outbreak or Government instruction and cancel individual hall hire if we feel that the hirer is not following current guidelines appropriately.