

MOIRA VILLAGE HALL

Standard Conditions of Hire

The term HIRER shall mean an individual hirer or the authorised representative of an organisation.

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.

HEALTH AND SAFETY - THE HIRER must comply with all relevant Health and Safety Rules.

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 nor allow the consumption of alcohol thereon other than as stated on the hiring agreement.

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.

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.

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.

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 Right Society, from Phonographic Performance Ltd or otherwise and for the observance of the same.

PUBLIC SAFETY COMPLIANCE - THE HIRER shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, and the Local Magistrates' Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays. A copy of an up to date Public Liability insurance certificate is supplied annually. It is understood that Moira Village Hall does not provide Public Liability Insurance for guests and it is the responsibility of the hirer if required.

ACCIDENTS AND DANGEROUS OCCURRENCES - THE HIRER must record all accidents involving injury to the public in the accident report book (Oak Cafe notice board) and inform the Bookings Officer as soon as possible. Written notice to the Hall Management Committee is required if action is proposed in accordance with the Executive Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995. Any failure of equipment belonging to the hall must be reported as soon as possible.

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.

HEALTH AND HYGIENE - In line with legislation smoking is prohibited on Hall premises. For the comfort of others, smokers should not smoke near any entrance to the Hall.

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.

ELECTRICAL APPLIANCE SAFETY - THE HIRER shall ensure that any electrical appliances brought by him to the premises and used there shall be safe and in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989.

INDEMNITY - THE HIRER shall indemnify the Management Committee 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 Village Hall.

ANIMALS - THE HIRER shall ensure that no animals (including birds) except guide dogs are brought into the hall, other than for a special event agreed to by the Management Committee. No animals whatsoever are to enter the kitchens at any time.

COMPLIANCE WITH THE CHILDREN ACT - THE HIRER shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989, and that only fit and proper persons have access to the children. (See Special Conditions of Hire No.5).

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 Hall, and shall indemnify the Management Committee accordingly against all action, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

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. The Hirer shall ensure that the name and address of the organiser and the total prices of all goods and services are prominently displayed. Any discounts offered must be based only on Manufacturers' Recommended Retail Prices.

CANCELLATION - THE Management Committee reserves the right to cancel any hiring in the event of the hall being required for use as a Polling Station for a Parliamentary or Local Government election or by-election, in which case the Hirer shall be entitled to a refund of any deposit already paid, or where alternative bookings take priority.

(a) The premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election

(b) The 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 hire fee already paid, but the Village Hall Committee shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

****UNFIT FOR USE – see above

In the event of the hall or any part thereof being rendered unfit for the use for which it has been hired, the committee shall not be liable to the hirer for any resulting loss or damage whatsoever.

CANCELLATION by HIRER. Cancellation more than 60 days in advance- full refund less £20 administration fee

Cancellation 30-60 days in advance- 50% of hire cost plus indemnity refunded

Cancellation 15-30 days in advance-25% of hire cost plus indemnity refunded

Cancellation 14 days or less- 0% of hire cost refunded but indemnity refunded

REFUSAL OF BOOKING - THE MANAGEMENT COMMITTEE reserves the right to refuse a booking without notice or to cancel a hiring agreement at any time either before or during the term of the agreement upon giving 7 days notice in writing to the hirer. **THE HIRER** shall be entitled upon such notice to some reimbursement of the deposit paid by the hirer to the Management Committee. The Management Committee shall not be liable to make any further payment to the Hirer.

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.

(b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Management Committee.

(c) No decorations are to be put up near light fittings or heaters.

(d) No candles are allowed.

(e) No disco 'smoke machines' are allowed – this will set the fire alarm off and will automatically alert the Fire Brigade to attend. A call out charge will be levied to the Hirer.

OUTBREAKS OF FIRE - The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the secretary of the Management Committee.