OAKWOOD HILL
VILLAGE HALL

Honeywood Lane
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OAKWOOD HILL VILLAGE HALL HIRE AGREEMENT

STANDARD CONDITIONS OF HIRE

These standard conditions apply to all hiring of the Hall. If the Hirer is in any doubt as to the meaning of the following, the Hall administrator should be consulted immediately

1. 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, and the behaviour of all persons using the premises in whatever capacity, including proper supervision of car parking arrangements to avoid the obstruction of the highway. As directed by the Committee, 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.

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 not 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 sale or consumption of alcohol thereon without indicating such consumption on the Hire Agreement.

2. Licenses

The Hirer shall be responsible for obtaining such licenses (with consent from the Committee) and for any temporary event notice as may be needed whether for the sale or supply of intoxicating liquor or any other activity. No intoxicating liquor shall be supplied to or sold to any persons appearing to be under the age of 18 years or to persons appearing to be inebriated.
If any persons seeking to purchase alcohol at any event appear to be under the age of 18 years, proof of identity will be required to verify the age of the person.

Where appropriate the Hirer should return with the Hire Agreement a copy of their PPL (Public Performance) License.

3. 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.

4. Public Safety

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Local Magistrates Court or otherwise, (as displayed on notices within the Village Hall) particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays.

Where appropriate, the Hirer should return with the hire agreement a copy of the Hirer's Public Liability Insurance Certificate providing evidence of cover in the event of injury to third party persons or damage to third party property.

5. Health Hygiene and Safety

The Hirer shall, if preparing serving or selling food, observe all relevant food, hygiene legislation and regulations.

The Hirer shall not allow any activity to take place that is inherently unsafe (see copy of Health and Safety at Work displayed in the Village Hall). There is a chair trolley available in the hall for moving chairs which are stacked (no more than 10 at a time) which is always available for use by the Hirer. Large tables should be moved by 2 persons in the interests of Health and Safety. There is also a special tool available to assist in folding down table legs. No responsibility is accepted by the Committee for injury caused by failure to observe these requirements.Electrical Appliances

The Hirer shall ensure that any electrical appliances brought by them onto the premises and used there, have been subject to a Portable Appliance Test (PAT)within the last year by a trained person and is found to be safe and in good working order, and used in a safe manner. Where a residual circuit breaker is provided in the terms of the PEL, or CPL the Hirer must make use of it in the interests of Public Safety.

6. Indemnity

The Hirer shall indemnify and keep indemnified each member of the Committee and their employees, volunteers, agents, and invitees against (a) the cost of repair of any damage done to any part of the premises including the curtilage thereof of the contents of the premises and (b) all claims 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.

Where there is a potential safety risk e.g. the use of a Bouncy Castle or similar, the Hirer shall ensure that either the hirer of the equipment has adequate public liability insurance or must themselves arrange adequate insurance to insure the Hirer and members of the Hirer's Organisation and invitees against 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 Administrator. Failure to produce such policy and evidence of cover on demand will render the hiring void and permit the Committee to rehire the premises to another hirer.

7. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to a member of the Committee as soon as possible and complete the relevant section of the Village Hall's Accident and Damage Book. The accident and damage book is situated to the left as you enter the entrance lobby below the notice board. Any failure of equipment either that belongs to the Village Hall brought in by the Hirer must also be reported as soon as possible. Certain types of accident or injury must be reported on a specific form to the Local Authority. The Hall administrator may be able to give assistance in completing this form, which is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995. (RIDDOR)

Animals

The Hirer shall ensure that no animals (including birds) except assistance dogs or dogs in training are brought into the premises, other than for a special event agreed by the Committee.

No animals whatsoever are p e r m i t t e d t o enter the kitchen at any time unless agreed by OHVH Committee.

8. The Children Act (1989)

The Hirer shall ensure that any activities for children under 8 years of age comply with the provisions of The Children Act 1989 and that only fit and proper persons have access to the children (in the meaning of the Act)

All children under the age of 14 years of age (or of any age who are unable to be fully responsible for themselves) MUST be always accompanied by an adult.

9. 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 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.

10. Sale Of Goods

Any hirer selling goods on the premises shall comply with the Fair-Trading Laws and any code of practice used in connection with such sales.

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 also that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

11. Cancellation

If a Hirer wishes to cancel before or on the date of the booking payment of the cancellation charges will be required. A cancellation fee will be required in any event of ANY cancellation of hire. This will apply to ALL cancellations and covers some of the costs to OHVH of administration and time incurred in seeking a replacement booking or defraying lost income.

Cancellation fees apply as follows:

28-21 days before event	25% of hire fee
21-14 days before event	50% of hire fee
14-7 days before event	75% 0f hire fee
Less than 7 days before event	100% of hire fee

The Committee reserves the right to cancel any hiring by written notice to the Hirer in the event of:

- Premises being required as a Polling Station for Parliamentary or Local Government or similar event.

The Committee reasonably considering that (i) such hiring may lead to a breach of licensing conditions or other legal or statutory requirements and/or (ii) unlawful or unsuitable activities are likely to take place at the premises because of the hiring, bearing in mind that the premises are essentially a church owned hall.
The premises becoming unsuitable for the use intended by the Hirer.

In any such case, the Hirer shall be entitled to a refund of any deposit already paid but shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

12. Conclusion 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 by a Committee member) and any contents temporarily removed from their usual positions properly replaced, otherwise the Committee shall be entitled to make an additional charge.

13. Noise

The Hirer shall ensure that the minimum amount of noise is made on arrival and departure, particularly late at night and early in the morning. All music must cease by 23.00 hours.

Stored Equipment

The Committee accepts no responsibility for any stored equipment or other property brought on to or left at the premises and therefore 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 period - otherwise fees will be charged for each day or part of a day until the items are removed.

If the Hirer fails to remove any stored equipment or to pay any storage charges due within 7days after the agreed storage period has ended or if within 7days after the hiring, the Hirer fails to remove any other property brought on to the premises for the purposes of the hiring, the Committee may dispose of any such items by sale or otherwise on such terms as they think fit, and charge the Hirer any costs incurred in that sale or disposal.

14. 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 Committee. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Committee remain in the premises at the end of the hiring and become the property of the Village Hall or be removed by the Hirer who must make good to the satisfaction of the Committee any damage caused to the premises by such removal.

Under no circumstances should posters or advertisements, decorations organised by Hirers be attached to the walls or doors of the Hall. **Do not attach or stick anything to the walls, windows or doors**. Any damage caused by decorations should be made good by the Hirer to the satisfaction of the Committee.

15. Rights

The hiring agreement constitutes permission only to use the premises and confers no tenancy or other hire.