

THORGANBY VILLAGE HALL

Standard Conditions of Hire

These Standard Conditions are made available to all hirers by electronic copy and are available to read on the Village Hall notice board. If the Hirer is in any doubt as to the meaning of any Condition, the Bookings Secretary should be consulted immediately.

1. Age and Responsibility of Hirer

The Hirer **who must be 18 years of age or over at the date of the Hire Agreement** 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 Hire Agreement relating to the management and supervision of the premises are met.

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, including proper supervision of car parking arrangements so as to avoid obstruction of the highway. As directed by the Bookings Secretary or any Committee member, 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 including the field and car park for any purpose other than that described in the Hire Agreement 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 nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof.

4. Charity Commission

- a) Thorganby Village Hall is held on strict charitable trusts with the Charity Commission for the purposes of a Village Hall. The Committee has a duty to ensure that these trusts are preserved and that the Village Hall is administered in accordance with those trusts. The Committee hereby reserves the right to terminate this Agreement without notice to the Hirer if it should come to the attention of the Committee that the Hall is being used in such a way as to be in breach of these charitable purposes. Any Hire fee will be retained by the Committee and the Committee will seek recompense for any damages and costs to the Hall and/or Committee occasioned by such breach.
- b) In the event of the Hall being required for the fulfilment of its charitable purposes on the same date/time as a reserved Hire, notice will be given to the Hirer as soon as reasonably practicable and any booking fees paid by the Hirer will be refunded in full. The Committee shall not however be liable to make any further payment to the Hirer in respect of expenses, costs or losses incurred directly or indirectly by the Hirer in relation to the termination.

5. Insurance and indemnity

The Hirer shall be liable for:

- a) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises during the period of Hire including the curtilage thereof and the contents of the premises.
- b) all claims, losses, damages and costs made against or incurred by the Committee, their employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of the Hire and use of the premises (including the storage of equipment) by the Hirer.
- c) all claims, losses, damages and costs made against or incurred by the Committee, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer.
- d) the Hirer shall indemnify and keep indemnified accordingly each member of the Committee and the Committee's employees, volunteers, agents and invitees against such liabilities in (a) (b) and (c) above.

6. Gaming betting and lotteries

The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the laws relating to gaming, betting and lotteries.

7. Music Copyright Licensing

Where necessary the Hirer shall ensure that the Village Hall holds any relevant Licences under the Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or where appropriate that the Hirer holds a relevant Licence.

8. Film and Television

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film. The Hirer must not permit broadcasting or viewing of analogue or digital television at the Village Hall.

9. Childcare Act 2006

Where appropriate 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 other relevant and/or current legislation and only fit and proper persons who have passed the appropriate criminal records checks should 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 current criminal record check and Child Protection Policy on request.

10. Public and Fire Safety compliance

- a) The Hirer shall comply with all conditions regulations and legal requirements made in respect of the premises by the Local Authority the Licensing Authority and the Hall's Fire Safety 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 must comply with the Hall's Fire Safety and Health and Safety policies copies of which are available for inspection on the Fire and General Safety Notice Board inside the Hall.
- b) The Fire Brigade shall be called to any outbreak of fire or suspected fire however slight and details shall be given to the Bookings Secretary and to the Committee.
- c) The Hirer hereby acknowledges that they have received information in the following matters:
 - The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the Hall.
 - The location of fire equipment.
 - Escape routes and the need to keep them clear.
 - Understanding the operation and importance of any fire doors and of closing all fire doors at the time of a fire.
- d) In advance of any activity whether regulated entertainment or not the Hirer shall check the following items:
 - The location of the First Aid Box (kitchen)
 - All fire exits are unlocked and panic bolts in good working order.
 - All escape routes are free of obstruction and can be safely used for instant free public exit.
 - Fire doors are not wedged open.
 - All exit signs are illuminated.
 - There are no obvious fire hazards on the premises.
 - Seating for a performance or social function is arranged to leave clear unobstructed gangways not less than 1 metre width leading directly to the fire exits.

11. 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. The Hirer shall if using sound amplification equipment have regard to our neighbours and keep the sound down to reasonable levels and comply with any other licensing condition for the premises. **All music must be turned off by 11.30pm.**

12. Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall ensure that in order to avoid disturbing neighbours to the Hall and to avoid violent or criminal behaviour; care shall be taken to avoid excessive consumption of alcohol. No illegal drugs may be brought onto the premises. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Any person suspected of being drunk or under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises in accordance with the Licensing Act 2003.

13. 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. There is a refrigerator in the kitchen.

14. Electrical appliance safety

The Hirer shall ensure that any electrical appliances brought by them 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. Where a residual circuit breaker is provided the Hirer **must** make use of it in the interests of public safety.

15. Stored equipment

The Committee accepts no responsibility for any stored equipment or other property brought on to or left at the premises and all liability for loss or damage thereto and/or thereby is hereby excluded. All equipment and other property (other than stored equipment belonging to the Hall or stored there with the permission of the Committee) must be removed at the end of each Hire period 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 Committee may use its discretion in any of the following circumstances:

- a) Failure by the Hirer either to pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended.
- b) Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring.
- c) Failure by the Hirer in respect of 14(a) and 14(b) may result in the Committee disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

16. Smoking

SMOKING INCLUDING E-CIGARETTES IS NOT ALLOWED IN ANY PART OF THE PREMISES. The Hirer shall ensure that the Hirer's invitees comply with the Prohibition of Smoking in Public Places Provisions of the Health Act 2006 and any Regulations made thereunder. Any person who breaches this provision must 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 create litter or cause a fire.

17. Failure of equipment, accidents and dangerous occurrences

Any failure of equipment belonging to the Village Hall or brought in by the Hirer **must be reported as soon as possible to the Bookings Secretary. The Hirer must report all accidents involving injury to the public** to the Bookings Secretary or to a member of the Committee **as soon as possible** and complete the relevant section in the Hall's Accident Book which is located in the kitchen.

18. Barbecues, open fires, fireworks, lanterns, candles, internal decorations, 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. candles, polystyrene, cotton wool) shall be used or erected without the consent of the Committee. Special consideration will be given to table decorations for weddings birthday parties and similar functions. No decorations are to be put up near light fittings or heaters.
- c) **Internal barbecues** of any sort are **NOT** allowed anywhere in the premises.
- d) The permission of the Committee must be obtained before any barbecues of any sort are used outside the premises.
- e) **Open fires** anywhere inside or outside the premises including the field and car park are **NOT** allowed under any circumstances.
- f) **Chinese lanterns** are **NOT** allowed as they cause serious injury to livestock and damage to crops.
- g) **Fireworks** are **NOT** allowed out of consideration for our neighbours.

19. Heating

- a) The Hall's central heating will have been set at a level and for the period suitable for the period of Hire.
- b) The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

20. Animals

NO ANIMALS WITH THE EXCEPTION OF ASSISTANCE DOGS ARE ALLOWED IN THE PREMISES. NO ANIMALS WHATSOEVER INCLUDING ASSISTANCE DOGS ARE ALLOWED IN THE KITCHEN AT ANY TIME.

21. 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.

22. Sale of goods

The Hirer shall if selling goods on the premise, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular the Hirer shall ensure that the total prices of all goods and services are prominently displayed together with the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

23. Cancellation

For cancellation, the Committee requires 14 full days notice before the date of the Hire or 30 days notice in the case of regular Hirers, within which the Hirer will forfeit the full cost of the Hire. The Committee will make reasonable efforts to rehire the Hall in which case the Hire fee will be returned to the Hirer.

The Committee reserves the right to cancel the Hire without notice to the Hirer in the following circumstances:

- a) The premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election.
- b) Where the Committee reasonably considers that the Hire may lead to (i) a breach of the Hall's licensing conditions or other legal or statutory or charitable requirement; or (ii) unlawful or unsuitable activities taking place at the premises as a result of this Hire; or (iii) any other activity which the Committee reasonably believes may lead to disturbance or nuisance to residents in the village.
- c) The premises becoming unfit for whatever reason 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 in (a) (b) (c) (d) above refund to the Hirer of any deposit and/or Hire fees already paid by the Hirer will be at the discretion of the Committee and the Committee shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

24. Alterations fixings and damage to the Hall

- a) **No pins tacks nails or Sellotape** to be used to fix items to any walls or woodwork. **Any "blu-tac" is to be removed carefully to avoid damage to paint and plaster.**
- b) **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 consent of the Committee and the Committee will require the Hirer to pay for any damage or for the costs of any work required to remedy any damage.
- c) **Any alteration fixture fitting or attachment so approved** and remaining at the premises at the end of the Hire period may at the discretion of the Committee become the property of the Village Hall unless removed by the Hirer upon request within five working days from the end of the Hire period. The Hirer will be liable to the Committee for the cost of removal and/or disposal of such items and for the cost of any damage caused to the premises by such removal.
- d) **No additional lights or extensions from existing electrical fittings are to be used** without the prior consent of the Committee. Any consent so given will be strictly on the basis that any electrical appliance or fitting used is in a safe and good working order complies with all electrical use and safety regulations and where necessary a circuit breaker will be used (to be provided by the Hirer).
- e) **Any damage caused to the Hall or the field or car park within this section or otherwise may result in the Security Deposit being withheld** and any costs not covered by this Deposit will be claimed from the Hirer.

- 25. Sporting events**
There will be no indoor or outdoor sporting activities competitions tournaments or similar events without prior consultation with the Committee. The Hirer will be responsible for applying for and complying with any Licensing Local Authority or Police notifications and Licences as shall be required and will provide copies of all such Licences and Notices to the Committee on Hire of the Hall. The Hire Agreement is subject to this Condition and will not be confirmed until these Licences and Notices have been received by the Committee. Boxing and wrestling events will not be permitted under any circumstances.
- 26. Caravan Rallies and Tents**
Only 1 small (for 2 to 3 persons maximum) tent to be pitched next to each caravan.
- 27. Seating Crockery and Cutlery for larger parties**
If 4 weeks' notice is given, the Committee will ensure that there are sufficient chairs, tables, crockery and cutlery for 120 people.
- 28. Liability of the Committee**
The Committee does not have any responsibility for loss or damage however caused to property brought into or kept in the Hall or anywhere within the curtilage including the field and car park by any person in connection with the Hire and/or for the period of the event for which the Hall was hired. The Hirer hereby acknowledges this and agrees to indemnify the Committee against all liability in this respect.
- 29. Rights of entry and occupation**
The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer. The right of entry to the Hall and surrounding area is reserved to any member of the Committee and any agent appointed by them and any police officer at any time during the Hire period.
- 30. Putting a stop to an event**
The Committee reserves the right to stop at any time without notice to the Hirer any entertainment or meeting it reasonably believes is not properly conducted or which is conducted in such a way as to constitute a nuisance to the Hall's neighbours or an illegal activity or any activity in breach of the Hall's charitable conditions or any activity in breach of the Hire Agreement.
- 31. Complaints**
The Committee endeavours to ensure that the Hall is ready to accept visitors. If you have a complaint, please put this in writing addressed to the Bookings Secretary or to the Chairman of the Committee within 48 hours of the end of the Hire period. The Committee will carry out an investigation and will reply to the Hirer within 5 working days of receipt of the complaint.