

URCHFONTS VILLAGE HALL

Registered Charity No. 1166501

CONDITIONS OF HIRE

- 1. The Hirer shall be and is deemed to be aware of all these conditions** and shall ensure compliance at all times.
- 2. Supervision of Premises and Prevention of Damage**
 - 2.1 The Hirer, not being a person under 18 years of age, will during the period of the hire be present and be responsible for the supervision of the premises, its fabric and contents, their care and safety from damage, however slight, e.g. no notices pinned to wooden surfaces, or change of any sort.
 - 2.2 The Hirer shall report any accidents or dangerous occurrences to a member of the Management Committee at the earliest opportunity. Certain types of accident or injury must be reported on a special form (obtainable from the Management Committee's representative) to the local authority. This is in accordance with the Executive Reporting of Injuries, Diseases and Dangerous Occurrences Regulation 1995.
 - 2.3 The Hirer shall be liable to the Management Committee for the cost of any repair of damage (including accidental and malicious damage) done to any part of the premises, including the curtilages thereof, or the fixtures and fittings and contents of the buildings, that may occur during the period of hire, or as a result of the hiring.
 - 2.4 It shall be the responsibility of the Hirer to carry out such prior examination of the premises and contents as s/he desires at the start of the period of hire and to bring any defect to the attention of the Management Committee's representative there and then. Complaints of prior defects made after the completion of the hire cannot be entertained.
 - 2.5 The Hirer shall not do or allow anything to be done that will endanger the premises or render invalid any the policies of insurance relating to the Hall or its contents.
- 3. Behaviour of Persons Attending and Public Safety**
 - 3.1 The Hirer will, during the period of the hire, be responsible for the behaviour of all persons using the premises in whatever capacity and shall ensure the respect and consideration of the other users of the premises where applicable.
 - 3.2 The Hirer shall not permit overcrowding in such manner as to endanger the safety of persons present. The maximum numbers permitted are:
Seated audience – 150
Dining/dancing – 90
Standing – 200
 - 3.3 The Hirer shall ensure that all EXITS (which are clearly indicated by illuminated signs) are kept unlocked and immediately available for use at all times during the hire period.
 - 3.4 The Hirer will be responsible for the supervision of car parking arrangements so as to avoid obstruction of the highway and Hall entrances and exits. Cars shall be parked only on the hard parking surface of the car park, unless specific permission has been given by the Management Committee for parking elsewhere.
- 4. Fire Safety**

The Hirer is responsible for familiarising themselves with escape routes from the premises, method of operation of escape door fastenings, the location and use of fire fighting equipment available, and for knowing what action to take in the event of a fire; this includes calling the fire brigade, closing all fire doors at the time of the fire and evacuating the premises.

The Hirer shall ensure that the following requirements are complied with:

 - All gangways and escape routes are free of obstruction, and immediately available for safe instant public egress.
 - Fire doors are not to be wedged open.
 - Fire appliances must be kept in their proper places and used for no other purpose.
 - No naked flame shall be used for any purpose unless written authorisation has been obtained from the Management Committee.

- If physically handicapped persons are present in the Hall, whether in wheelchairs or otherwise, sufficient persons shall be nominated to be responsible for the safe evacuation of such handicapped persons if the need arises. A casualty evacuation chair is available in the Hall if required.
- No unauthorised use shall be made of the electrical installations in the Hall.
- No unauthorised heating appliances shall be used on the premises without the prior consent of the Management Committee.
- Highly flammable substances or explosives shall not be brought into or used in any part of the premises.
- No internal decorations of a combustible nature shall be erected without the consent of the Management Committee.
- 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 interest of public safety.

5. Use of Kitchen

The electric cooker in the main kitchen is only to be used for the warming up of previously prepared cooked food, unless prior written permission has been obtained from the Management Committee. Any conditions attached to that permission must be strictly adhered to. No persons under the age of 18 years shall be allowed in the kitchen unless supervised by a person 18 years of age or over.

6. Nuisances

- 6.1 The Hirer shall ensure that noise is kept to an absolute minimum both inside and outside the Hall in deference to the well-being of nearby residents and the Community in general.
- 6.2 Nuisance shall not be caused inside or outside the Hall by the depositing or discarding of rubbish or any other material in places other than those allotted for such purpose.
- 6.3 Animals, including birds, shall not be brought into the Hall, except registered Guide Dogs or Hearing Dogs for the Deaf assisting handicapped/disabled persons, unless for a specific event for which permission has been obtained from the Management Committee. No animals whatsoever are to enter the kitchen at any time.

7. End of Hire Responsibility

At the end of the hiring the Hirer shall be responsible for:

- leaving the premises (including the stage area in the main Hall) and its surroundings in a clear, clean and tidy condition and removing all rubbish;
- any equipment or furniture temporarily removed from its usual position should be replaced to its proper location; otherwise the Management Committee shall be at liberty to make an additional charge. A plan showing the correct way to stack tables and chairs in the storage cupboard (off the main Hall) is displayed adjacent to the storage cupboard door;
- advising of any faults or breakages to the Hall Manager by way of a note written on the sheet provided in the kitchen/kitchenette;
- leaving the premises properly locked and secured (unless directed otherwise).

8. Sub-letting and Use for Unlawful Purposes

The Hirer shall not use the premises for any purpose other than that described in the Hiring Agreement Form and the Hirer shall not sub-hire the premises or use them for any unlawful purpose or in any unlawful manner or do anything or bring onto the premises anything whatsoever that may endanger the same, or invalidate any insurance policies in respect of the premises, its fabric or contents.

9. Legal Requirements

- 9.1 The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, the Licensing Authority and Local Authority, particularly in connection with any event which includes public dancing or music or similar public entertainment of stage plays.
- 9.2 Any advertising of the event shall comply with any legal restrictions governing the same, in particular those relating to 'fly-posting'.
- 9.3 No smoking is to take place anywhere on the premises.
- 9.4 No illegal drugs may be brought onto the premises.
- 9.5 The Hirer shall comply with The Children's Act 1998.
- 9.6 Where goods are bought or sold on the premises, the Hirer shall comply with Fair Trade Laws and any code of practise used in connection with such sales.

- 9.7 The Hirer shall be liable to the Management Committee for all expenses including legal expenses and the costs of any fines or any penalty imposed on it resulting from the Hirer's failure to comply with any legal requirement relating to the hire.

10. Intoxicating Liquors

The Hall is licensed for the sale of intoxicating liquor during the same hours as for Regulated Entertainment (see Item 11). The Hirer is to inform the Booking Secretary if it is intended to sell intoxicating drinks either for direct payment or if the cost of a ticket includes 'free' drinks. In these circumstances the Hirer will be charged a fixed fee towards the cost to the Hall's annual licence. If the bar is entirely free there is no 'licence charge'. The person responsible for the event at which alcohol is supplied is designated the 'premises supervisor' for the duration of the booking. The person is responsible for:

- the prevention of crime and disorder
- public safety
- the prevention of public nuisance
- the protection of children from harm.

It is a criminal offence for any person to sell alcohol to a child who is under the age of 18. There are no exceptions to this. Persons under 18 cannot consume alcohol in the Hall or in its surroundings. The one exception to this is a 16- or 17-year-old who is allowed to drink beer, wine or cider (NOT SPIRITS) with a table meal, provided an adult buys the drink and an adult sits at the table for the meal. Bar snacks do not count as a table meal.

A notice (to be found in the main kitchen) that those under 18 cannot be provided with alcohol is to be prominently displayed on or behind the bar so that it is clearly visible.

Alcohol is not to be sold, bought or obtained for anyone who is drunk or appears to be drunk.

By signing the Hire Agreement, the Hirer accepts his/her responsibility for the enforcement of the law regarding alcohol and those under 18, to ensure that people disperse quietly on leaving the Hall and behave in such a manner so as not to risk the loss of the licence for the Hall.

11. Regulated Entertainment

11.1 The Hall is licensed for the performance of a stage play, the showing of a film/DVD/video, a performance of live music, any playing of recorded music, a performance of dance, and other public entertainment of like kind. The relevant hours are:

8 am – 1am (the next day) Monday to Saturday
 8 am – midnight Sunday

Non-standard times apply on Christmas Eve and New Year's Eve when they fall on a Sunday.

11.2 The Hirer shall not allow dangerous or unsuitable performances to take place on the premises.

12. Supervision

For a stage play or other regulated entertainment with an audience of 40 persons or more, there shall be, in addition to the Hirer, a minimum of [x] competent attendants on duty on the premises to assist people entering and leaving, none of whom shall be less than 18 years of age. If most of the audience is under 16, the number of attendants shall be not less than [y]. All persons on duty shall have been instructed as to their essential responsibilities in the event of a fire or other emergencies, including attention to disabled persons, the location and use of fire fighting equipment available, calling the fire brigade and evacuation procedures. For example,

numbers attending	x	y
40	2	3
80	3	4
100	etc.	

13. Betting, Gaming and Lotteries

Nothing shall be done on or in relation to the premises in contravention of the law relating to betting, gaming and lotteries, and the person or organisation to which the Hall is hired shall be responsible for seeing that the requirements of the relevant legislation are strictly observed.

14. Musical Copyright – Live Performance of Music

It is the responsibility of the Hirer to ensure that all necessary licences are obtained for the live performance of music in the Hall to ensure that copyright is not infringed. The Management Committee is licensed with the Performing Right Society Limited (PRS for Music) and the Phonographic Performance Ltd (PPL) for the live performance of copyright music in person or in the form of records, CDs, tapes, radio and television.

15. Audio and Visual Copyright – Pre-recorded Material

The Hall is licensed for the showing of films, DVDs and videos within the Hall, subject to the licence conditions and royalties associated with the media.

16. Insurance and Indemnity

16.1 The Hirer shall indemnify and keep indemnified each member of the Management Committee and the Hall's employees, volunteers, agents and invitees against:

- the cost of repair of any damage done to the premises, including the curtilages thereof, the fixtures and fittings or the contents (to include loss of contents) of the buildings during the period of use by the Hirer;
- all claims, losses, damages and costs in respect of damage or loss of property or injury to persons arising as a result of the use of the premises by the Hirer;
- all claims, losses, damages and costs suffered and incurred as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer.

16.2 The Management Committee has insured the Hall against any claims arising out of its own negligence and the Hirer by signing the Hire Agreement acknowledges the opportunity to see the Insurance Certificate displayed in the Hall and has additionally satisfied him/herself that insurance cover for the purpose of the hiring is adequate and satisfactory. The Hirer agrees not to do or omit to do anything that may render such insurance invalid.

17. Block Hiring

In the case of a block hiring, the Management Committee reserves the right to charge for every occasion included in the block hiring, whether or not the Hirer uses the Hall on each of those occasions.

18. Application for Hire and Payment

18.1 Any application for the hire of the Hall shall be made in writing to the Booking Secretary, giving as much notice as reasonably possible.

18.2 No hire shall be permitted without the Hirer signing a Hire Agreement which is agreed and countersigned by the Booking Secretary. By signing, the Hirer signifies that s/he has received a copy of the Conditions of Hire and understands and is bound by all these Conditions of Hire.

18.3 The period of hire must include both preparation time before and clearing up time after the event for which the premises is being hired.

18.4 In addition to the hiring fee a returnable deposit may be required. This deposit which is payable with the signed application will be refunded in full or part after inspection for any damage or abuse of the Conditions of Hire.

18.5 The hiring is not confirmed until the Hirer's signed Hire Agreement has been received and countersigned by the Booking Secretary. It is the Hirer's responsibility to ensure that s/he has received and retains a copy of the Hire Agreement countersigned by the Booking Secretary.

18.6 The Management Committee has the right to refuse any application received for the hire of the Hall without assigning any reason.

18.7 Payment is due on receipt of the invoice.

19. Cancellation by Hirer

The Hirer must give as much notice as possible if s/he wishes to cancel a hiring before the date of an event. If the Booking Secretary is unable to conclude a replacement hiring, the question of payment or re-payment of the fee shall be at the absolute discretion of the Management Committee.

20. Cancellation by the Management Committee

20.1 The Committee reserves the right to cancel the 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 full refund of any deposit or payment already paid.

20.2 In the event of the Management Committee not being able to honour the hiring the Committee will refund any hiring fee paid in full for the particular cancelled hiring and will use its best endeavours to give as much notice as possible to the Hirer and in its discretion to give to the Hirer the reason for the cancellation.

20.3 The premises are community premises and whilst every effort is made in all good faith by the Management Committee to honour the hiring the Hirer shall have no right of legal action or other redress whatsoever against the Management Committee for any loss or other expense the Hirer may have suffered.

21. Unforeseen Circumstances

In the event of the Hall or any part thereof being rendered unfit due to unforeseen circumstances for the use for which it has been hired, the Management Committee shall not be liable to the Hirer for any resulting loss or damage whatsoever.

22. Right to Enter

The Management Committee reserve the right to enter all events where they believe there is a breach of these Conditions of Hire.

23. DISCLAIMER: The Management Committee will not be responsible in any way for any claim for loss, damage or injury arising out of any breach of the Rules of the Hall or the Conditions of Hire, or any other legal obligations borne by the Hirer, nor can the Management Committee accept any financial loss arising from cancelled bookings.

24. IMPORTANT NOTICE: If the Hirer is in any doubt as to the meaning of any of the conditions, s/he should immediately consult the Booking Secretary, or, failing that, any other member of the Management Committee.

April 2012