

WESTONING VILLAGE HALL: Conditions of Hire **(This sheet to be retained by hirer)**

Please consult the Warden (07483 378440) immediately if you have any doubt about the meaning of any of the following. In these Conditions of Hire "the Hirer" means the person (18+) signing the booking agreement, and "the Committee" means the Management Committee of the Village Hall, namely the Spensley Trust of Westoning (Reg Charity No 300080).

The Committee reserves the right to enter every part of the Hall at ANY time, and also reserves the right to refuse admission to, or remove from the Hall, ANY person(s) believed to be undesirable, without giving any reason.

During the period of hire, the Hirer (being an adult of 18+ years), shall be in attendance throughout, and is responsible for:

SUPERVISION of:

- a. The premises, its contents, and grounds, to prevent damage, however slight, or change of any sort; and,
- b. The reasonable behaviour of all persons using the premises, ensuring that there is no nuisance or problem with neighbours, including proper supervision of car parking arrangements so as to avoid obstruction of the highway, and/or access for emergency service back and front; and,
- c. Ensuring that all music and dancing cease by midnight.

NATURE OF USE AND INSURANCE:

NOT sub-letting, or using the premises for ANY unlawful purpose, or in any unlawful way, nor doing anything, nor bringing anything onto the premises, which may endanger the same, or any insurance in respect thereof. Obtaining any necessary insurance, eg Employer's Liability insurance in respect of employees of the Hirer, over and above the insurance carried by the Committee.

(i) You are liable for:

- (a) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including its curtilage or its contents
- (b) all claims, losses, damages and costs made against or incurred by us, our employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of your use of the premises (including the storage of equipment) and
- (c) all claims, losses, damages and costs made against or incurred by us as a result of any nuisance caused to a third party as a result of your use of the premises and subject to sub-clause (ii), you must indemnify us against such liabilities.

(ii) We will take out adequate insurance to insure the liabilities described in sub-clauses (i)(a) above and may, in our discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (i)(b) and (c) above. We will claim on our insurance for any liability you incur but you must indemnify us against:

- (a) any insurance excess incurred and
- (b) the difference between the amount of the liability and the monies we receive under the insurance policy.

(iii) Where we do not insure the liabilities described in sub-clauses (i)(c) and (d) above, you must take out adequate insurance to insure such liability and on demand must produce the policy and current receipt or other evidence of cover to the Warden

LICENCES & REGULATIONS:

- a. The Village Hall has a Premises Licence authorising regulated entertainment and licensable activities within the hall; an extra charge will be made in respect of the performance of plays and the sale of alcohol.
- b. Observing all regulations appertaining to the premises as stipulated by the Fire Authority, the Local Authority, the local District Council, or otherwise. **N.B. It is a requirement of the Premises Licence that doors and windows are kept shut when amplified music is being played.**
- c. Please note that the Committee holds a PRS/PPL Licence in respect of any music played at functions in the Hall.

DAMAGE:

- a. Indemnifying the Committee for the cost of repair of any damage done to any part of the buildings, fixtures, contents, fences, trees, etc, during or resulting from the hiring.
- b. Any dispute will be referred to the Committee, whose decision is final.
- c. No Sellotape, Blotack, or any similar or other adhesive is to be used on any painted surface.
- d. A £50 returnable damage deposit is required at least 30 days before the event (cash or cleared cheque). This will be returned (as a cheque) within 30 days of the event, following a daylight inspection of the premises/facilities for damage/undue wear and tear. Charges for repair of damage and/or rubbish removal and extra cleaning will be levied **before return of the (remaining) deposit.**

BEFORE LEAVING AT THE END OF THE HIRING:

Making an inspection, leaving the premises and surrounds in a clean and tidy condition, and properly replacing any contents moved from their usual positions, otherwise the Committee may make an additional charge (or deduction from the deposit), and **REMOVING ALL RUBBISH FROM THE PREMISES AFTER THE HIRING.** Any booking which exceeds its allotted time by more than 15 minutes will incur an additional appropriate hourly charge.

EQUIPMENT:

- a. Ensuring all equipment brought into the Hall complies with relevant regulations on Health & Safety, Hygiene, etc.
- b. In particular, that all electrical equipment, eg electric guitars, amplifiers, disco equipment, etc, shall be protected by Residual Current Devices (RCD).
- c. The use of Bubble machines is NOT permitted

BOUNCY CASTLES / OTHER PLAY EQUIPMENT

Bouncy castles/inflatable toys should be used at the stage end of the hall; the maximum height for use inside the hall is 3 metres. NB Westoning Village Hall is not liable for any claims arising from the use of bouncy castles or any other equipment brought into the village hall or used on village hall property by the Hirer. It is the Hirer's responsibility to ensure that such equipment is properly insured.

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

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 Licensing Authority 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.

- a. The Hirer acknowledges that they have received instruction 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 and use of fire equipment. (See floor plan)
 - Escape routes and the need to keep them clear.
 - Method of operation of escape door fastenings.
 - Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
- b. In advance of an entertainment or play the Hirer shall check the following items:
 - That all fire exits are unlocked and panic bolts in good working order.
 - That all escape routes are free of obstruction and can be safely used.
 - That any fire doors are not wedged open.
 - That exit signs are illuminated.
 - That there are no obvious fire hazards on the premises.

EXPLOSIVES AND FLAMMABLE SUBSTANCES

The hirer shall ensure that:

Highly flammable substances are not brought into, or used in any part of the premises and that no internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the management committee. No decorations are to be put up near light fittings or heaters. Candles may only be used in enclosed holders.

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 nor 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.

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. In particular, 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 and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

CANCELLATION

If the Hirer wishes to cancel the booking before the date of the event and the Village Hall is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Village Hall. Payment of 50% of the hiring fee will be levied on all cancellations within 14 days of the event.

The Village Hall reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- a. the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election
- b. the Village Hall 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 deposit already paid, but the Village Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

NOTICE BOARDS:

Unapproved notices may not be fixed to *any* Village Hall notice board, and *will* be removed.

NO 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 Hall Secretary. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Village Hall remain in the premises at the end of the hiring. It will become the property of the Village Hall unless removed by the hirer who must make good to the satisfaction of the hall or, if any damage caused to the premises by such removal.

NO RIGHTS

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

NB Our Public Entertainment Licence (music, dancing, singing, etc) include the following maximum capacities:

CLOSELY SEATED AUDIENCE 170 max	DISCO or DANCES 170 max	DINING 90 max
WHIST DRIVES or BINGO 90 max	DANCING AND DINING 75 max	

Please note that there are only 90 chairs available in the hall