

# STANDARD CONDITIONS OF HIRE

These Standard Conditions apply to all hiring of the Village Hall.

If the Hirer is in any doubt as to the meaning of the following, the Hall Secretary or Booking Clerk should immediately be consulted.

## 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 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 Hall Secretary, 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.

## 2. 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 to be used to any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same, render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission. Maximum capacity of the Village Hall in one hundred (100) people standing/unseated OR fifty (50) people seated. Please bear this in mind when planning your event.

## 3. Gaming, Betting and Lotteries

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

## 4. Licences

The hirer will be responsible for obtaining any necessary licences for events for which the premises are not licenced.

A Temporary Event Notice (TEN) will be required by the licencing authority for the sale of alcohol. Prior agreement should be obtained from the Village hall Trustees.

The Village Hall **DOES NOT HAVE** a licence with the Performing Rights Society for the performance of copyright music.

## 5. 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 connections 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 the event of fire. This includes calling the Fire Brigade and evacuating the Hall.
- The location and use of fire equipment
- 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 fire.

b) In advance of an entertainment of 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
- There are no obvious fire hazards on the premises

## 6. Means of Escape

All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.

The emergency lighting supply illumination all exit signs and routes must be turned on during the whole of the time the premises are occupied is not operated by an automatic mains failure switching device)

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## 7. Outbreaks of Fire

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to a member of the management committee.

## 8. 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.

## 9. Electrical Appliance Safety

The Hirer shall ensure that any electrical appliances brought by them to the premises and used shall be safe, in good working order and used in a safe manner in accordance with the Electricity at Work Regulations 1989.

## 10. Indemnity

The Hirer shall indemnify and keep indemnified each member of the Village Hall Trustees and the Village Hall's employees, volunteers, agents and invitees against i) the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises; ii) 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 (including the storage of equipment) by the Hirer, and iii) all claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer.

## 11. Insurance

a) The Village Hall has public liability insurance which (among other things) provides limited insurance cover to any organisation or person while using the Hall itself (but not the curtilage thereof) for non-commercial purposes (and which further provides that use by any non-profit making organisation or person shall not be regarded as use for commercial purposes). A copy of the relevant provisions of this cover is available on request to the Hall Secretary;

b) Hirers using the Hall for commercial purposes shall take out adequate insurance to insure such Hirer and members of the Hirer's organisation and invitees against the Hirer's liability under paragraph 10 and 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 Secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the Hall Secretary to rehire the premises to another hirer.

c) Subject to the foregoing, it is the responsibility of the Hirer to ensure that he, she or it has adequate insurance cover in respect of the use of the Hall or any part thereof, its contents, and the curtilage of the Hall.

## 12. Smoking

The Hirer shall, and shall ensure that the Hirer's invitees comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall 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 cause a fire.

## 13. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to a member of the Village Hall Trustees as soon as possible and complete the relevant section in the Village Hall's accident book. Any failure of equipment belonging to the Village Hall or brought in by the Hirer must also be reported as soon as possible. Certain types of accident or injury must be reported on a special form to the local authority. The Hall Secretary will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

## 14. 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 and that

b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Trustees. No decorations are to be put up near light fittings or heaters

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## 15. Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the Trustees. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

## 16. 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.

## 17. Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by the Village Hall. No animals whatsoever are to enter the kitchen at any time.

## 18. Safeguarding children, young people, and adults at risk

You must ensure that any activities for children, young people and adults at risk are only provided by fit and proper persons in accordance with the Children Act 1989 and 2004, the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, you must provide us with a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS). All reasonable steps must be taken to prevent harm, and to respond appropriately when harm does occur. Relevant concerns must be reported.

## 19. 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 Village Hall's Trustees 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.

## 20. 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

## 21. 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.

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 Trustees 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.

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## 22. Stored Equipment

The Village Hall 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 is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring 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 Village Hall may use its discretion in any of the following circumstances:

- a) in respect of stored equipment: failure by the Hirer either to pay any storage charges due and payable or to remove the same within 7 days after the agreed storage period has ended
- b) b) in respect of any other property brought on to the premises for the purposes of the hiring: failure by the Hirer to remove the same within 7 days after the hiring, dispose 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.

## 23. 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 Village Hall shall be at liberty to make an additional charge.

## 24. Keys

All keys remain the property of Wotton Village Hall. Keys must not be duplicated or handed to another party without prior agreement. The hirer is only permitted to use keys for the period of hire. Loss or damage to keys or locks may result in an additional charge.

## 25. 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, ensure that the noise does not create a nuisance, and comply with any other licensing condition for the premises.

## 26. 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.

## 27. No Rights

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