

# **Ash Village Hall-Standard Conditions of Hire**

**To be retained by the Hirer for further reference.**

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 Chairman should immediately be consulted.

## **1. Application for Hire**

All potential hirers must be over 18 years of age and complete an Ash Village Hall Hiring Agreement. The Management Committee reserve the right to refuse any application for hire, or to refuse admission to any individual, without giving any reason. Hirers may only enter the Hall during the specific hours for which it has been hired. Long term regular (e.g. weekly) bookings are only accepted on the basis that the Chairman may, on not less than 3 months notice, require the Hirer to give way to another proposed booking. When competing for dates in December regular hirers must give way in rotation. A ballot will be held on 1<sup>st</sup> July for all those who have applied by 30<sup>th</sup> June to hire the Hall on New Year's Eve. If nobody has applied by 30<sup>th</sup> June, the Hall will be let to the first applicant thereafter.

## **2. Hire by Under 18's & Teenage Parties**

The Hall complex is not available for hire by under 18's

Any hiring for a teenage party will be charged a refundable deposit of £100.00 and an undertaking must be given that a minimum of 2 adults will be present on the premises throughout the hire period.

## **3. 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 Chairman, 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.

## **4. Use of Premises**

The Hirer shall not:

Use the premises for any purpose other than that described in the Hiring Agreement;

Sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way;

Do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect;

Allow the consumption of alcohol thereon without written permission.

## **5. 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.

## **6. Licences**

The Village Hall holds a Performing Rights Society Licence which permits the use of copyright music in any form e.g. record, compact disc, tapes, radio, and video or by performers in person. Hirers must pay an extra charge for each such performance. If other licences are required in respect of any activity in the Village Hall the Hirer should ensure that they hold the relevant licence or the Management Committee holds it.

## **7. Public Safety Compliance**

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, and 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. 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 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 is no obvious fire hazard on the premises.

## 8. Means of Escape

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

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

## 9. Outbreaks of Fire and Gas Leaks

The Fire Brigade shall be called to any outbreak of fire, however slight.

TRANSCO [0800 111 999] must be informed of any gas leaks, and details given to the Hall Chairman.

## 10. Smoking Ban

The Hirer shall, and shall ensure that the Hirer's invitees, comply with the prohibition of smoking in public places provision of the Health Act 2006 and regulations made thereunder; use of electronic smoking devices is also banned. Any person who breaches this provision shall be asked to leave the premises.

## 11. Health and Hygiene

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

No children shall be allowed in the kitchen except for educational purposes when supervised by a responsible adult.

## 12. Electrical Appliance Safety

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 Portable Appliance Testing Regulations (PAT). No additional light, or extension from an existing light fitting, may be installed or **any naked light** used, without the prior consent of the Chairman. No stage lighting may be used unless permission has been sought and given by the Chairman. In such circumstances an extra charge will be payable and all stage lighting must be operated by a nominated member of the Committee or other approved, competent person.

## 13. Indemnity

(a) The Management Committee is not responsible for injury or any loss or damage to any property, during or arising out of any hiring unless such injury, loss or damage is as a result of the negligence of the Committee.

(b) The Hirer shall be liable and shall indemnify and keep indemnified each member of the Management Committee and the Village Hall's employees, volunteers, agents and invitees against:

- (i) the cost of repair of any damage (including accidental and malicious 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;
- (iii) all claims, losses, damages and costs made against 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.

(c) Commercial Hirers shall take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against the Hirer's liability under paragraph 13(b) 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 Chairman. Failure to produce such policy and evidence of cover will render the hiring void and enable the Booking Officer to rehire the premises to another hirer.

#### **14. Accidents and Dangerous Occurrences**

The Hirer must report all accidents involving injury to a member of the public to the Chairman **as soon as possible**. 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 Chairman will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

#### **15. Explosives and Flammable Substances**

The Hirer shall ensure that:

- Highly flammable substances are not brought into, or used in any part of the premises;
- 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;
- All scenery and drapes used for a stage performance must be fire-proofed.

#### **16. Bouncy Castles or other Inflatable Devices**

It is the Hirer's responsibility to ensure that the suppliers of the equipment are in possession of adequate insurance cover. The Management Committee does not carry insurance in respect of injury to any person(s) using the above devices on the Hall premises.

#### **17. Heating**

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.

#### **18. 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 or 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.

#### **19. Animals**

The Hirer shall ensure that no animals (including birds) except registered assistance dogs or dogs attending officially accredited training classes are brought into the premises, other than for a special event agreed to by the Management Committee. No animals whatsoever are to enter the kitchen at any time.

#### **20. Child Protection**

The Hirer shall ensure that activities for children under eighteen years of age and/or vulnerable adults comply with the provisions of The Children Act of 1989 (and any other relevant legislation) and that, where applicable, satisfactory DBS checks have been verified before allowing anyone to commence work or volunteer. The Hirer shall provide the Management Committee with a copy of their Child Protection Policy on request.

#### **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 Management 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 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.

### **23. Cancellation**

If the Hirer wishes to cancel the booking before the date of the event and the Management Committee is unable to obtain a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Management Committee. The Management Committee 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 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 fee already paid, but the Management Committee shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

### **24. 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 Management Committee shall be at liberty to make an additional charge. **ALL fire doors MUST be shut properly and not merely pulled to.**

### **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, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

### **26. Stored Equipment**

The Management 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 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.

Failure by the Hirer to:

- Remove property brought on to the premises for the purpose of the hiring within 7 days of the hiring;
- Pay any storage charges due;
- Remove stored property within 7 days after the agreed storage period has ended;

Will result in the Management Committee using its discretion to 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.

### **27. 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 approval of the Chairman. Any alteration, fixture or fitting or attachment so approved shall, at the discretion of the Management Committee, remain in the premises at the end of the hiring. It will become the property of the Management Committee unless removed by the Hirer who must make good, to the satisfaction of the Chairman, any damage caused to the premises by such removal.

### **28. No Rights**

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