

COLN VALLEY VILLAGE HALL

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 member of the Management Committee responsible for the letting should immediately be consulted.

1. Age

The Hirer, not being a person under **21 years of age**, 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 Agreement, relating to 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 their contents
- Their care, safety from damage however slight or change of any sort
- Proper supervision of fire equipment, fire exits and Evacuation Procedure.
- The behaviour of all persons using the premises whatever their capacity
- Proper supervision of car parking arrangements so as to avoid obstruction of the highway
- Ensuring that the number of people attending the event is within the capacity limits of the hall of 100 people standing or 50 people seated.

As directed by the Management Committee member responsible for the letting, 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 for any purpose other than that described in the hiring agreement, and particularly shall not contravene the law relating to gaming, betting and lotteries.

No camping or overnight parking are permitted on the Premises.

4. Licensable Activities

The Hall holds a Performing Rights Society Licence which permits the use of copyright music in any form, eg record, compact disc, digital storage, tapes, radio, television or by performers in person. 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 village hall holds it.

The Hirer is required to comply with the current revision of the Licensing Act 2003 Mandatory Conditions.

In respect of events where alcohol is to be served or sold the Hirer shall act as the responsible person and ensure that the mandatory conditions applying to the serving or sale of alcohol are implemented. In summary these are:

- There shall be no irresponsible promotion of alcohol including games which require or encourage the consumption of alcohol.
- That free potable water is provided. The water supply in the kitchen is potable.
- That alcohol is not served to people under the age of 18.
- That people attending are aware of the measures applied to any drink for instance the size of glasses provided.

5. Public Safety Compliance

It is the intention of the Village Hall Management Committee to comply with all health and safety legislation and to act positively where it can reasonably do so to prevent injury, ill health or any danger arising from its activities and operations.

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, the hall's Fire 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 shall also comply with the hall's Health and Safety Policy. This Policy is available to download from the Hall's website, and a printed copy can also be found in the red ringbinder on the shelf in the large store.

(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 fire exits can be opened immediately in the case of fire.
- That all escape routes are clear and fire doors are free of obstruction.
- That the self closing fire doors work and are not wedged open.
- That fire call points are clear from obstruction and appear to be working
- That exit signs are working and illuminated.
- That fire extinguishers are in place, clearly visible and have their safety pins and tabs in place.
- That the wall heaters are clear of combustible material and all areas are clear of rubbish.
- That there are no obvious fire hazards on the premises.

(c) The hirer will ensure that the following general safety measures are observed both before, during and after the event:

- No smoking in the hall. Smoking limited to the designated area by the external noticeboard by the gate.

- No gas to be brought into the hall or onto the veranda.
- No barbecues without Management Committee permission and then only in the designated area.
- No bonfires or fireworks on the site.
- No naked flames in the hall or on the veranda such as candles.
- All material brought into the hall or used on the veranda e.g. party decorations, must be certified as flame-proof.
- Make sure that all emergency exit doors are clear and unlocked as soon as the hall is to be used and throughout the hiring
- Do not operate or touch any electrical equipment where there are signs of damage, exposure of components or water penetration etc.
- Do not work on steps, ladders or at height until they are properly secured and another person is present
- Do not leave portable electrical appliances operating while unattended
- Do not bring onto the property any cooking equipment or any other portable electrical appliances which have not been Portable Appliance Tested.
- Do not attempt to move heavy or bulky items (eg stacked tables or chairs) by yourself.
- Do not allow children in the kitchen except under close supervision (e.g. for supervised cookery lessons or, in the case of older children, for supervised serving of food at functions). Do not allow running.
- No deep pan frying in the kitchen.
- Wear suitable protective clothing when handling cleaning materials
- Do not go into the area of the site behind the building.
- Report any evidence of damage or faults to equipment or the building's facilities to the Duty Management Committee Member.
- Report every accident in the accident book to the person nominated at 2.5 for the full H&S Policy.
- Be aware and seek to avoid the following risks:
 1. creating slipping hazards on stairs, polished or wet floors – mop spills immediately
 2. creating tripping hazards such as buggies, umbrellas, mops and other items left in escape routes or in the corridor or kitchen.
 3. risk to individuals while in sole occupancy of the building
 4. risks involved in handling kitchen equipment e.g. cooker, water heater and knives
 5. creating toppling hazards by piling equipment e.g. in store cupboards.
 6. creating tripping hazards in the grounds of the Hall (especially during the hours of darkness) and/or when the grounds are being used as part of an event, e.g when there are outside caterers present, or a marquee

The above does not absolve the hirer from being familiar with the Hall's full H&S policy which contains fuller policies for safety.

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.

7. Outbreaks of fire

Please follow the Fire evacuation Procedure on the Hall's noticeboard.

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. The premises are provided with a refrigerator. Food may be brought into the hall the day before the event but must be removed immediately after the event.

9. Electrical appliance safety

The Hirer shall ensure that no portable cooking equipment is brought onto the site without Management Committee permission and that all electrical appliances brought by them to the premises and used there shall be Portable Appliance Tested, and used in a safe manner in accordance with the Electricity at Work Regulations 1989.

10. Insurance and Indemnity

(a) The Hirer shall be liable for:

(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 made against or incurred by the village hall Management 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 use of the premises (including the storage of equipment) by the Hirer, and

(iii) all claims, losses, damages and costs made against or incurred by the village hall Management 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, and subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of the village hall Management Committee and the village hall's employees, volunteers, agents and invitees against such liabilities.

(b) where the village hall shall take out adequate insurance to insure the liabilities described in sub-clauses (a) (i) above and may, in its discretion and in the case of non commercial hirers, insure the liabilities described in sub-clauses (a) (ii) and (iii) above. The village hall shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of the village hall Management Committee and the village hall's employees, volunteers, agents and invitees against any insurance excess incurred and

(c) the difference between the amount of the liability and the monies received under the insurance policy.

(d) Where the village hall does not insure the liabilities described in sub-clauses (a) (ii) and (iii) above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the village booking clerk. Failure to produce such policy and evidence of cover will render the hiring void and enable the booking clerk to rehire the premises to another hirer.

11. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to a member of the Village Hall Management Committee **as soon as possible** and complete the relevant section the village hall's accident book (to be found on the shelves in the store room/office). 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 Incident Contact Centre. The member of the Management Committee handling the booking will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 19954 (RIDDOR). The Incident Contact Centre can be contacted in the following ways:

Telephone: 0845 3009923

Website: www.riddor.gov.uk or via the HSE website: www.hse.gov.uk

12. Explosive and Flammable Substances

The Hirer shall ensure that:

- (a) highly flammable substances including gas 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 Management Committee. No decorations are to be put near light fittings or heaters.

13. 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 Management Committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

14. 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 persons 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.

15. 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 Management Committee. No animals whatsoever are to enter the kitchen at any time.

16. Compliance with the Children Act 1989

A Child Protection Policy is in place and must be followed.

The Hirer shall ensure that any activities for children under eight years of age shall comply with the provisions of the Children Act of 1989. Only fit and proper persons who have passed the appropriate criminal records checks have access to the children, others will be subject to the controls outlined in the child protection policy. 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 criminal records checks on request.

17. Film shows

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.

18. 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 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

(e) a regular booking at the village hall conflicting with another one-off prospective booking which the village hall Management Committee deems to have precedence. This will only happen in exceptional circumstances, and the Management Committee will endeavour to give the Hirer as much notice as possible of this eventuality.

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.

19. End of hire

The Hirer shall be responsible for ensuring that the Premises are vacated in accordance with the agreed Event Timings shown on the completed Hiring Agreement.

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.

All rubbish must be removed from the site.

20. 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.

21. 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) 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. This may result in the village hall Management 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.

22. 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 Booking Clerk. 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 Management Committee any damage caused to the premises by such removal.

23. No rights

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

24. Dangerous and Unsuitable Performances

Performances involving danger to the public or of a sexually explicit nature shall not be given.

25. 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.