

BICKNOLLER 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 Bookings Secretary (Michele Higgs tel. 07729 533922, or Treasurer (Mrs. C. Fawcett tel. 07713 163994) should be consulted immediately.

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 for 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 or allow the premises to be used for any unlawful purpose or in any unlawful way, nor do anything or bring on to the premises anything which may endanger the same or render invalid any insurance policies in respect thereof, nor allow the consumption of alcohol thereon without written permission from the hall Bookings Secretary.

3) 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.

4) Licences

The Hirer shall ensure that the Village Hall holds a Performing Society Rights Licence which permits the use of copyright music in any form e.g. record, compact disc, tapes, radio, and 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 that the Village Hall holds it.

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, 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 the Hirer has 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. [Include diagram of location, when handing over keys].
 - 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.

6) 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).

7) Outbreaks of Fire

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Hall Booking Secretary. It is against the law to smoke anywhere on the premises.

8) Health and Hygiene

If preparing, serving or selling food, the Hirer shall 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 and thermometer.

9) Use of Kitchen

The kitchen is to be used for food preparation, heating and serving only, not for cooking. The Hirer should follow instructions displayed in the kitchen when using the cookers or other appliances. The Hirer should provide their own pans and tea towels if required but may use the crockery and cutlery provided. Children are not allowed in the kitchen unless supervised.

10) 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 Electricity at Work Regulations 1989. Where a residual circuit breaker is provided, the Hirer **must** make use of it in the interests of public safety. Any portable electrical equipment used or stored at the hall must have current PAT certification.

11) Manual Handling

The Hirer must take care when moving tables and chairs around the hall. A trolley is provided to move the chairs, which must not be stacked more than six high. Tables should be moved by two persons, taking care to avoid any trip hazards.

12) Indemnity

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:

- (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.

The Village Hall is insured against any claims arising out of its **own** negligence.

13) Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to the Hall Booking Secretary **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 Booking 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 Village Hall. No decorations are to be put up near light fittings or heaters.

15) Heating Appliances

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 Village Hall. 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 to 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 sold 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.

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) Compliance with The Children Act 1989

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons who have passed the appropriate Criminal Records Bureau checks have access to the children (checks may also apply where children over eight and vulnerable adults are taking part in activities). The Hirer shall provide the Village Hall with a copy of their Child Protection Policy on request. Children should be supervised at all times and must not be left alone in the kitchen due to the presence of knives, hazardous substances and hot surfaces.

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 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.

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

Hirers may cancel bookings without penalty provided written notice of such cancellation is received by Bookings Secretary no less than seven days prior to commencement of the booking being cancelled. Hirers may cancel bookings within the seven day notice period but will remain liable for all associated booking fees if a replacement booking for the same period cannot be found.

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, Local Government 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.

22) 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.

23) 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.

24) 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, namely –

- 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) 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, the Village Hall may 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.

25) 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 Booking Secretary. If the hirer uses a stepladder for working at height then the hirer is responsible to ensure that this is done safely.

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 Booking Secretary any damage caused to the premises by such removal.

26) No Rights

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