

Wroot Village Hall

Schedule of Standard Conditions of Hire

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 or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof.

3. Licences

The Hirer shall be responsible for obtaining such licences as may be needed.

The Village Hall is licensed for the public performance of plays, films, live and recorded music.

4. 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.

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 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 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 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) Illuminated exit signs and routes must be turned on during the whole time the hall is occupied.

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 Secretary.

8. Health and Hygiene

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

The Hirer is responsible for ensuring that this clause is fulfilled.

9. 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.

10. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury as soon as possible to a member of the Village Hall Management Committee and complete the relevant section in the Village Hall's accident book (stored in the First Aid Box in the kitchen). Any failure of equipment either 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.

11. 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

- (a) The cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises.
- (b) All claims 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.
- (c) 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.
- (d) The Hirer shall take out adequate insurance to insure the Hirer and members of the Hirer's organization and invitees against the Hirer's liability under paragraph 11(a) 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 Management Committee to rehire the premises to another hirer.

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

12. 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, paper, etc) shall be erected without the consent of the management committee. No decorations are to be put up near light fittings or heaters.
- (c) No candles or devices using naked flames are permitted in the hall

13. Heating

The Hirer shall ensure that no heating appliances shall be used on the premises 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 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.

15. Animals

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

16. 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 have access to the children.

17. 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.

18. 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.

19. 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 Management Committee.

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 bye-election
- (b) The Village Hall Management Committee reasonably considering that
- (i) Such hiring would 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.

In any such case the Hirer shall be entitled to a refund of any monies already paid, but the Village Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

20. Noise

The Hirer shall ensure that the minimum of noise is made before, during and after the period of hiring. The Hirer is responsible for ensuring that the noise level of the function is such that it does not cause interference with other activities within the building or inconvenience for occupiers of nearby 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, at 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 dispose of any such items by sale or otherwise on such terms and conditions as it thinks fit;

Charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

22. 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. 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 any damage caused to the premises by such removal.

23. Smoking

The Hirer shall ensure compliance with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. In particular, the Hirer shall ensure that a strict **NO SMOKING POLICY** inside the Hall is enforced. Any person who breaches this provision shall be asked to leave the premises.

Any smoking outside and in the immediate vicinity of the Hall is to be controlled by the Hirer, having regard to pollution and fire risks, and any smoking debris shall be cleared away by the Hirer on completion of the period of hiring.

24. Smoke Machines

The use of smoke machines is not permitted in the hall (as these interfere with the smoke detectors).

25. No rights

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

26. End of Hire

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition and removing all rubbish from site. Contents temporarily removed from their usual positions shall be properly replaced. All lights and heaters are to be switched off and the Hall properly locked and secured unless otherwise directed. Failure to comply with this clause shall entitle the Village Hall to make an additional charge.