

Standard Terms and Conditions of Hire

The Village Hall can require the immediate closure of any event which does not comply with the terms and conditions of the Hiring Agreement with no compensation payable.

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 Officer should immediately be consulted.

1. Opening and closing the village hall - The hall will be opened and closed by the arrangement of the Bookings Officer, at the times agreed, unless otherwise agreed with the Bookings Officer. Please ensure that any outside caterers or contractors are aware of the hire period and any additional setting up/clearing up periods, as agreed, as access to the premises may only be possible during these times.

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 nor allow the consumption of alcohol thereon without written permission. A No Smoking policy operates throughout the hall. 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. The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, and any contents temporarily removed from their usual positions properly replaced, otherwise the Village Hall shall be at liberty to make an additional charge. Rubbish must be removed by the Hirer.

3. Tables, linen, crockery, cutlery. Use of tables is included in the hire charge and hire of the kitchen also includes all items within it. Please ensure that items used are left clean after use. All breakages should be notified to the Bookings Officer and must be paid for. Hirers must supply their own tea-towels.

4. Nuisance. The Village Hall wishes to maintain good relations with all its neighbours. Music and all other sounds should be kept to a reasonable level throughout the period of hire. The Hirer must ensure that all events using amplified music are held indoors only and are restricted so as not to be audible within neighbouring properties after 11pm. All doors and windows are kept closed after 11pm, except for entry and exit. No drinking outside the Village Hall is permitted at any time. The Hirer shall ensure that minimum noise is made by all guests on arrival and leaving the event.

5. 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 local residents and to allow free access for Emergency Vehicles. 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, as directed by the Bookings Officer or Treasurer.

6. 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.

7. Licences See also clause 1.5 in the Hiring Agreement above. If the Hirer wishes to run a licensable activity, they should see the MDDC website below and ensure they give adequate notice to the Bookings Officer that a TEN is required. The hirer must not apply on their own behalf, and if they do so the letting will be cancelled with no compensation given.

https://www.middevon.gov.uk/eforms/tenform/ten_form.asp?id=8723

8. Heating Please do not adjust the room temperature controls or individual radiator thermostats. The Bookings Officer will show the hirer how to switch the heating on. No unauthorised heating appliances shall be used on the premises.

9. Hirer's equipment and appliances The Village Hall accepts no responsibility for any equipment or other property brought on to or left at the premises by the Hirer and all liability for loss or damage are hereby excluded. Unless agreed otherwise, all equipment and other property must be removed at the end of each hiring. The Village Hall may dispose of any equipment or other property left on the premises after the period of hire has expired and may charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same. The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall have been PAT tested within the last 12 months, be 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. The use of smoke machines is not permitted in the hall.

10. Public safety 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.

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 Bookings Officer. No decorations are to be put up near light fittings or heaters.
- The exact location of the nearest telephone, fire exits, and fire extinguishers must be noted before the hall is occupied. The manner of opening of the fire doors should be made known to the guests. The nearest public telephone is in The Square.

- In the event of fire, the hall must be vacated in an orderly manner using the appropriate exits indicated. In any evacuation, guests should congregate on the Village Green if practical and safe.
- The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given as soon as practicable to the Bookings Officer. 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.
- In advance of the event the Hirer shall check that (a) all fire exits are unlocked and panic bolts in good working order. (b) all escape routes are free of obstruction and can be safely used. (c) any fire doors are not wedged open. (d) exit signs are illuminated. (e) there are no obvious fire hazards on the premises. If any problems are discovered, it is the responsibility of the Hirer to inform the Bookings Officer immediately. If the Officer is not available a contact list of the Village Hall Committee is displayed on the Notice Board in the kitchen.

11. Health and hygiene The Hirer shall observe all relevant food health and hygiene legislation and regulations. No food must be left at the premises either on the surfaces or in the fridge. 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.

12. Accidents and dangerous occurrences The Hirer must report all accidents involving injury to the public to the Bookings Officer 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 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 Bookings Officer will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

13. Indemnity (a) 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, 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 (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. A copy of the Hirers insurance should be shown to the Bookings Officer, if appropriate. The Village Hall is insured against any claims arising out of its own negligence.

14. Cancellation

By the Hirer: Please let the Bookings Officer know in good time if you wish to cancel after booking the hall for an event.

By the Village Hall: The Village Hall reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election
- the Village Hall 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 because of this hiring
- the premises becoming unfit for the use intended by the Hirer
- 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 Village Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

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

16. Faults/damage/comments or complaints Please report any faults or damage to the Bookings Officer as soon as possible, so they can be rectified quickly.

17. Special conditions for licensable activities. These conditions apply to all events at which regulated entertainment, or the sale of alcohol takes place. The Hirer hereby acknowledges receipt of a copy of the conditions of the Premises Licence and/or Operating Schedule for the premises, in accordance with which the hiring must be undertaken and agrees to comply with all obligations therein.

17a Supervision

(a) There shall, in addition to the Hirer, be a minimum of two competent attendants on duty on the premises to assist people entering and leaving. None of these shall be less than 18 years of age. All persons on duty shall have been instructed as to their essential responsibilities in the event of fire or other emergencies, including attention to disabled persons, the location and use of the firefighting equipment available, how to call the Fire Brigade and evacuation procedure. Additional attendants are required if the audience is mostly under 16, or if there are many disabled people present.

17b Capacity. The maximum number of people present in the building at any one time must not exceed 90.

17c 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 of the Premises Licence and/or the Operating Schedule relating to management and supervision of the premises are met.

17d. Dangerous and unsuitable performances involving danger to the public, or of a sexually explicit nature, shall not be given.

18e. The audience permitted for any films will be according to the recommendations of the British Board of Film Classification as shown below. **R18 films are not permitted to be shown.**