

Hemingford Abbots Village Hall Committee (VHMC)

Standard Conditions of Hire of the Hall

(If the Responsible Person (RP) is in any doubt as to the meaning of the following please contact the Booking Secretary)

1. Supervision

The RP shall during the period of hiring be responsible for the 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 so as to avoid obstructing the highway. As directed, the RP 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 RP 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 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.

3. Temporary Events Notice(s) – TENS

The RP shall be responsible for obtaining such TENS as may be needed for the sale of intoxicating liquor during the period of hire (the necessary application form for the TEN is available from the booking secretary).

4. Gaming, Betting and Lotteries

The RP 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

The RP shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, the Local Authority and the Licensing Authority particularly in connection with events which include public dancing or music or other similar public entertainment or stage plays.

6. Health and Hygiene

The RP shall, if preparing serving or selling food, preserve all relevant food health and hygiene legislation.

7. Electrical Appliance Safety

The RP shall ensure that any electrical appliance brought by them to the premises and used there, must display a current PAT test sticker, be safe to use, be in good working order, and used in a safe manner.

8. Indemnity

The RP shall indemnify and keep indemnified each member of the VHMC, their 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, and (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 RP. The VHMC is insured against any claims arising out of its own negligence.

9. Accidents and Dangerous Occurrences

The RP must report all accidents involving injury to the public to a member of the VHMC as soon as possible and complete the relevant section in the accident book. Any failure of equipment either belong to the VHMC or brought in by the RP 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 in accordance with the Reporting of Injuries, Disease and Dangerous Occurrences Regulations 1955. The Booking Secretary will give assistance in completing this form.

10. Animals

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

11. Children

The RP shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act 1989 and that only fit and proper persons have access to the children.

12. Fly Posting

The RP shall not carry out or permit fly posting or any form of unauthorised advertisements for any event taking place at the premises and shall indemnify and keep indemnified each member of the VHMC 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.

13. Sale of Goods

The RP, if selling goods on the premises, shall comply with Fair Trading Laws and any code of practice used in conjunction with such sales. In particular the RP shall 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.

14. Cancellation

If the RP wishes to cancel the booking before the date of the event and the VHMC is unable to replace the booking, payment or repayment of the fee shall be at the discretion of the VHMC.

The VHMC reserves the right to cancel the hiring by written or verbal notice to the RP in the event of:

- a) The hall being required as a Polling Station
- b) The hall becoming unfit for the use intended by the RP
- c) The VHMC consider that such hiring may lead to a breach of licensing or other legal or statutory requirements, or that unlawful or unsuitable activities will take place on the premises.
- d) The VHMC consider that such hiring may lead to an infringement of these Conditions or the Special Conditions.

In any such event the RP shall be entitled to refund of any monies already paid, but the VHMC shall not be liable to the RP for any resulting direct or indirect loss or damage whatsoever.

15. End of Hire

The RP shall be responsible for leaving the premises and surrounding areas in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily moved from their usual positions properly replaced; otherwise the VHMC shall be at liberty to make an additional charge.

16. Noise

The RP shall ensure that the minimum of noise is made on arrival and departure, particularly early in the morning and late at night. Please ask your guests to leave quietly. Car doors banging and loud talk are disturbing to local residents. The RP must observe our restrictions on noise levels and all sound equipment must be plugged into the sockets linked to the noise level control meter, to avoid disturbing nearby residents. Please note that a member of the VHMC may, at any time, close down the function if, in their opinion, there is excessive noise and/or music.

17. Stored Equipment and Other Property

The VHMC accepts no responsibility for any stored equipment or other property brought onto, or left on, the premises and all liability for loss or damage is hereby excluded. All equipment and other property, except that agreed as stored, must be removed at the end of each hiring or fees will be charged for each day, or part day, at the hiring fee rate until the same is removed.

In respect of stored equipment, failure by the RP to pay storage charges due, and failure to remove the equipment within 7 days of the storage agreement ending, the VHMC will dispose of any such items by sale or otherwise on such terms and conditions as it thinks fit, and will charge the RP any costs incurred in storing, selling or otherwise disposing of the same.

In respect of any other property brought onto the premises for the purpose of the hiring, failure by the RP to remove the same within 7 days after the hiring, the property will be dealt with as in the previous paragraph.

18. No Alterations to the Premises

No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or any other articles be attached in any way to any part of the premises without the prior written approval of the VHMC. Any alteration, fixture or fitting or attachment so approved shall, at the discretion of the VHMC, remain in the premises at the end of the hiring and become the property of the premises, or be removed by the RP who must make good to the satisfaction of the VHMC any damage caused to the premises by such removal.

19. Abuse of Staff and Committee Members

Any verbal or physical abuse of staff or committee members will not be tolerated under any circumstances. Any such abuse will result in immediate termination of the event and hire agreement, forfeit of all the security deposit and a ban on the future hire of the hall by the RP.

20. No Rights

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