

# Whilton Village Hall Standard Conditions of Hire

If the Hirer is in any doubt as to the meaning of any of the Conditions, you must seek clarification from the Hall Secretary or Booking Clerk us without delay.

## 1. Age

You, not being a person under 18 years of age, hereby accept responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all Standard Conditions under this Agreement relating to management and supervision of the premises are met.

## 2. Supervision

During the period of the hiring, you are responsible for:

- (i) supervision of the premises, the fabric and the contents;
- (ii) care of the premises, safety from damage however slight or change of any sort; and
- (iii) 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.

## 3. Use of Premises

The Hirer shall not use the premises for any purpose other than that described in the 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 covering the premises, nor allow the consumption of alcohol thereon without our written permission.

## 4. Insurance and indemnity

- (i) You are liable for:
  - a) the cost of any damage (including accidental and malicious damage) done to any part of the premises including its curtilage and its contents.
  - b) all claims, losses, damages and costs made against or incurred by us, our employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of your use of the premises.
  - c) all claims, losses, damages and costs made against or incurred by us as a result of any nuisance caused to a third party as a result of your use of the premises, and subject to subclause (ii), you must indemnify us against such liabilities.
- (ii) We will take out adequate insurance to insure the liabilities described in sub-clauses (i) a) and b) above, and may, in our discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses b) and c) above. We will claim on our insurance for any liability you incur, but you must indemnify us against:
  - (a) any insurance excess incurred and
  - (b) the difference between the amount of the liability and the monies we receive under the insurance policy
- (iii) Where we do not insure the liabilities described in sub-clauses (i) b) and c) above, you must take out adequate insurance to insure such liability and on demand must produce the policy and current receipt or other evidence of cover to our Hall Secretary. If you fail to produce such policy and evidence of cover, we will cancel

this Agreement and re-hire the premises to another hirer.

We are insured against claims arising out of our own negligence.

#### **5. Gaming, Betting and Lotteries**

You, the Hirer must ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

#### **6. Music Copyright licensing**

You, the Hirer must ensure that we hold relevant licences under the Performing Rights Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, you must hold such licence(s). Whilton Village Hall currently holds these licences, January 2018.

#### **7. Music**

You, the Hirer, must have our written permission for performance of live music and the playing of recorded music under the Deregulation Act 2015. This agreement confers that permission, with the condition that music should not be played after 10 p.m.

#### **8. Film**

You must restrict children from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. You must ensure that you have the appropriate copyright licences for film. This Agreement confers the required permission on you. (The Deregulation Act 2015 requires you to have our written permission to show a film.)

#### **9. Safeguarding children, young people and vulnerable adults**

You, the Hirer, must ensure that any activities for children, young people and other vulnerable adults are only provided by fit and proper persons in accordance with the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, you must provide us with a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS).

#### **10. Public Safety Compliance**

You, the Hirer, must comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority and our 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. You must also comply with our health and safety policy.

You must call the Fire Service to any outbreak of fire, however slight, and give details to our Hall Secretary.

- (i) Be aware of:
  - 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.
  - Location of the first aid box.
  
- (ii) In advance of any activity, whether regulated entertainment or not, you must check the following items:
  - That all fire escape routes are free of obstruction and can be safely used for instant free public exit.
  - That exit signs are illuminated.
  - That there are no fire hazards on the premises.

#### **11. Noise**

You, the Hirer, must ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning.

## **12. Drunk and disorderly behaviour and supply of illegal drugs**

You, the Hirer, must ensure that in order to avoid disturbing neighbours of the Hall and avoid violent or criminal behaviour:

- (i) no one attending the event consumes excessive amount of alcohol
- (ii) no illegal drugs are brought on to the premises

Drunk and disorderly behaviour is not permitted either on the premises or in its immediate vicinity. Any person suspected of being drunk, or under the influence of drugs or who is behaving in a violent or disorderly way should leave the premises in accordance with the Licensing Act 2003.

## **13. Food, Health, Hygiene and Environmental issues**

- You, the Hirer must, 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 not provided with a refrigerator and thermometer.
- Kitchen Linen: Where the event requires washing up of crockery and cutlery, the Hirer must provide their own drying cloths.
- Food waste: All food waste must be removed from the Hall after an event.
- Recycling: All tins, bottles and plastic containers suitable for recycling must be removed by the Hirer from the hall at the end of the period of hire. These items should not be placed in the general refuse bin belonging to the Village Hall.

## **14. Electrical Appliance Safety**

You, the Hirer, must ensure that any electrical appliances brought by you to the premises and used there are safe and 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 you must make use of it in the interests of public safety.

## **15. Stored Equipment**

The Village Hall accepts no responsibility for any 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 permitted 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, in its discretion, dispose of any items referred to below by sale or otherwise on such terms and conditions as we think fit, and charge you any costs we incur in storing or selling or otherwise disposing of the same, in any of the following circumstances:

- (i) failure by you, the Hirer, 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.
- (ii) your failure to dispose of any property brought on to the premises for the purposes of the hiring.

## **16. Smoking**

You, the Hirer, must, 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.

## **17. Accidents and Dangerous Occurrences**

You, the Hirer must report to us as soon as possible any failure of equipment either belonging to the Village Hall or brought in by you. You must report all accidents involving injury to the public to us as soon as possible.

## **18. Explosives and flammable substances**

You, the Hirer, must ensure that:

- (i) Highly flammable substances are not brought into, or used in any part of the premises.
- (ii) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are erected without our consent.

## **19. Heating**

You must ensure that no unauthorised heating appliances are used on the premises when open to the public without our consent. You must not use portable liquified propane gas (LPG) heating appliances.

## **20. Animals**

The Hirer must ensure that Guide dogs, Hearing dogs and Assistance dog owners are allowed on the premises.

## **21. Fly Posting**

You, the Hirer must not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises.

## **22. Sale of Goods**

You, the Hirer, must, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, you must ensure that the total prices of all goods and services are prominently displayed, as must be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

## **23. 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.

We reserve the right to cancel this Agreement by giving you written notice in the event of:

- (i) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election.
- (ii) the Village Hall Management Group reasonably considering that (a) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (b) unlawful or unsuitable activities will take place at the premises as a result of this hiring.
- (iii) the premises becoming unfit for the use intended by the Hirer.
- (iv) an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these and similar disasters.

## **24. End of Hire**

You, the Hirer, are 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 we may make an additional charge.

## **25. No alterations**

You must not make any alterations or additions to the premises nor install or attach any fixtures or placards, decorations or other articles in any way to any part of the premises without our prior written approval. Any alteration, fixture or fitting or attachment so approved may remain in the premises at the end of the hiring, at the discretion of the Village Hall. Such

items will become the property of the Village Hall, unless you, the Hirer, remove them and you must make good to the satisfaction of the Hall any damage caused to the premises by such removal.

**26. No rights**

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

By signing the Hiring Agreement, the Hirer agrees to comply with the Standard Conditions of Hire as published on the website: [www.whilton-village.net](http://www.whilton-village.net) and posted on the Village Hall notice board.