

# Great Canfield 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 Booking Secretary should immediately be consulted.

### 1. Supervision

The Hirer shall, during the period of hire, 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 and the safety and safe use of equipment brought into the hall including relevant third party insurance as required (whether brought by the Hirer, their party or contractors) As directed by the Booking 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. 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

GCVHC does not hold

(i) a Performing Rights Society 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, and

(ii) a PPL Licence which covers activities such as playing music in an exercise class.

If this is required, the Hirer is responsible for obtaining.

### 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.

### 6. Means of Escape

All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.

### 7. Outbreaks of Fire

In the event of FIRE the Hirer is responsible for the safe evacuation of all persons within the building and must call the emergency services. If the Hirer is a members club or society, a responsible member in attendance must be appointed to ensure the safe evacuation of all persons within the building and must call the emergency services.

## **8. Health and Hygiene**

The Hirer shall, 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 provided with a fridge/freezer. All food and drink must be removed from the Village Hall after each hire event. No food or drink is to be left in the fridge/freezer.

## **9. Electrical Appliance Safety**

Electrical equipment within the hall is maintained in a safe manner and is tested in compliance with current guidelines. Users however should ensure before use that there is no obvious visual defect with equipment such as cracked plugs or damaged cables. If any such defect is observed then the equipment should not be used and the defect reported to the Booking Secretary. 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.

## **10. Indemnity**

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

(a) The Hirer indemnifies GCVH 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.

(b) Accordingly, the Hirer shall consider taking out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against the Hirer's liability under paragraph (10a) 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 Booking Secretary.

(c) The Hirer undertakes to notify the Booking Secretary of damage to the fabric or contents of the hall immediately after the letting.

## **11. Accidents and Dangerous Occurrences**

The Hirer must report all accidents involving injury to the public to the Booking Secretary as soon as possible. Please report any breakages or any problems to the Booking Secretary as soon as possible. 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 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). First aid boxes can be found in the kitchen.

## **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) shall be erected without the consent of GCVHC. No decorations are to be put up near light fittings or heaters.

### **13. Heating / Air-conditioning**

The Hirer shall ensure that no unauthorised heating / cooling appliances shall be used on the premises. The hall is fitted with heating which is regulated by thermostats for which separate instructions will be provided. Heating and lighting costs are included within the hire rate.

### **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. 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**

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 GCVHC. 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 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 committee with a copy of their Child Protection Policy on request.

The hirer will ensure that any public activities at which any children under the age of 18 are present will be suitable for their attendance, and will monitor all public attendance by ticket. In the event of films being shown, the hirer will ensure that children will only be in attendance at films for their appropriate age group.

GCVHC reserve the right to attend or delegate a representative to attend any event without hindrance, whether public or private, in order to monitor any activity that may be taking place.

### **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 GCVHC 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. Deposits and Cancellation**

Where a deposit is required, bookings will be deemed to be provisional until a deposit is paid. If a booking is cancelled the deposit may be refunded if a replacement hirer can be found. Full payment is due at the latest two weeks prior to the hire period. Provided there is no damage the deposit will be refunded within 2 weeks of the event.

GCVHC 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 By-election
  - (b) GCVHC 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 GCVHC shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.
- (e) it feels such an application may compromise the Terms and Conditions, the terms of its lease or for any other reason.

## **20. 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 shall be at liberty to make an additional charge. Please check that all kitchen equipment, lights and heating/ is turned off properly.

## **21. 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. To eliminate the risk of noise nuisance to neighbours outside doors must be kept closed when music is playing and groups must not be allowed to congregate at the front of the hall.

## **22. Stored Equipment**

GCVHC 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 maybe charged for each day or part of a day at the hire fee per hiring until the same is removed.

## **23. No Alterations**

Balloons, decorations and banners may be attached to the stage surround, wooden doors, plastic window frames. As point 6 in the hire agreement items should not be attached to the walls. No other alterations or additions may be made to the premises nor may any fixtures be installed or other articles be attached in any way to any part of the premises without the prior approval of the Booking Secretary. Any damage caused to the building or its contents will be made good at the hirer's expense.

## **24. No Rights**

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer. Note this agreement was based on the ACRE Model Hiring Agreement.