

Down Ampney 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 Bookings Manager should immediately be consulted.

1. Supervision

The Hirer or his Authorised Representative or in the case of an organisation other person designated in writing will be present on the premises during the entire Hire Period to ensure compliance with this Agreement. The Hirer shall, 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.

2. 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 or allow to be used the premises for any unlawful purpose or in any unlawful way nor do anything nor 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.

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

Where the purpose of the hire includes the performance of live or recorded music, the Hirer shall ensure that the licences held by the Village Hall fully cover the intended purpose. Where the licences held by the Village Hall are insufficient, the Hirer is responsible for ensuring that his event is fully licensed, whether by obtaining any additional licence himself, or by ensuring that any hired in entertainer or provider of music is appropriately licensed.

5. Public Safety Compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, the Local Authority, the Licensing Authority or otherwise, particularly in connection with any event which includes regulated entertainment, at which alcohol is sold or provided or which is attended by children.

(a) The Hirer acknowledges that he has 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. (Include diagram of location when handing over keys.)
- 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 exit signs are illuminated.
- 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) The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

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 Village Hall's Authorised Representative.

8. Health and Hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. Please note that the premises are not provided with a refrigerator and thermometer.

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. Where a residual circuit breaker is provided the hirer **must** make use of it in the interests of public safety. All equipment must meet the latest PAT regulation.

10. Liability

- (a) the Hirer shall be liable for
 - (i) the cost of repair or making good any damage to or loss from any part of the premises within the curtilage thereof or the contents of the premises,
 - (ii) the cost of all claims, losses, damages 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) the cost of all claims, losses, damages and costs suffered or incurred as a result of any nuisance or loss caused to a third party as a result of the use of the premises by the Hirer.
- (b) the Hirer shall insure his liability under clause 10(a) and on demand shall produce the policy and current receipt or other evidence of cover to the Authorised Representative. Failure to produce such policy and evidence of cover within 7 days of request will render this Agreement void.
- (c) Where the purpose of the Hire is non-commercial as stated in clause 1.3 of this Agreement,
 - (i) the Hirer is not required to insure his liability under sub-clauses 10(a) (i) and (ii), and
 - (ii) the maximum liability under sub-clauses 10(a) (i) and (ii) shall be £250, provided that the Hirer does not breach this Agreement or otherwise invalidate the Village Hall insurance, and
 - (iii) the Hirer is party to the Village Hall's own insurance in respect of Public Liability, and the Hirer will be deemed to have satisfied clause 10(b).
- (d) The Village Hall will not accept any liability for vehicles and their contents left in the village Hall Car Park.

11. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to the Village Hall's Authorised Representative **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 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 Manager will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

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 the Village Hall's Authorised Representative. No decorations are to be put up near light fittings or heaters.

13. Heating

The Hirer shall ensure that no heating appliances shall be brought onto the premises without the written consent of the Village Hall's Authorised Representative. No consent will be given for Liquefied Propane Gas (LPG) heating appliances.

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 nor 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

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.

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's Authorised Representative with a copy of their Child Protection Policy on request.

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 the Village Hall, and its Authorised Representative 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 terminates this Agreement before the date of the event or if the Village Hall terminates this Agreement at any time reasonably considering that (i) the Hire will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, including but not limited to failure by the Hirer to obtain any Licence or TEN required in respect of the event or (ii) unlawful or unsuitable activities will take or are taking place at the premises as a result of this hiring, any refund of the fee shall be at the discretion of the Village Hall.

The Village Hall reserves the right to cancel this Agreement 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) the premises becoming unfit for the use intended by the Hirer
- (c) 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 full refund of any sum already paid in respect of the Hire, but the Village Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

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 the Village Hall shall be at liberty to make an additional charge.

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.

22. 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, in 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, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

23. No Alterations

No alterations or additions may be made to the premises, nor may any fixtures placards, decorations or other articles be installed or attached in any way to any part of the premises with the exception of the normal use of the notice boards and picture rail, without the prior written approval of the Village Hall. Any alteration, fixture or fitting or attachment so approved shall at the sole discretion of the Village Hall either (i) remain in the premises at the end of the Hire and will become the property of the Village Hall, or (ii) will be removed by the Hirer who will make good any damage caused to the premises by such removal to the satisfaction of the Village Hall.

24. Footwear

The wearing of specialised footwear especially sportswear and some stiletto style shoes which might cause damage to the floor of the main hall and hence is not permitted. All efforts including notices and signs should be used by the hirer to prevent any damage being caused to the floor.

25. Smoking

The Village hall in its entirety is a "Smoking Free Zone" and hirers are asked to adhere to this requirement. Receptacles for cigarettes are provided outside the entrance.

26. No Rights

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