

# Otterhampton Village Hall Standard Conditions of Hire

*(If the Hirer is in any doubt as to the meaning of the following the Hall Secretary or Bookings Person should be immediately consulted)*

**For the purposes of these conditions the term HIRER shall mean an individual hirer or, when the hirer is an organisation, the authorised representative.**

**1. Supervision: (Please note that the hirer must be 18 years or over).**

**The Hirer** will, at all times during the period of hiring, be responsible for the supervision of the premises, the fabric and 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.

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 other purpose other than that described in the Hiring Agreement and shall not sub-hire or use 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.

**3. Licenses:**

**The Hirer** shall ensure that the Village Hall holds a Performing Rights Licence which permits the use of copyright music in any form from e.g. compact disc, radio, or by performers in person. If other licenses are required in respect of any activity in the Village Hall the Hirer should ensure that they hold the relevant licence or the Village Hall holds it.

**4. 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.

**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, and 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.

(a) The Hirer acknowledges that they understand the following matters:

- The action to be taken in the event of a fire. This includes calling the Fire Brigade and evacuating the Hall.
- The location and use of the equipment.
- Escape routes and the need to keep them clear.
- Appreciation of the importance of Fire Doors and of closing all Fire Doors at the time of a fire.

(b) In advance of the event the Hirer shall check the following items:

- That the Fire exits are unlocked.
- That the escape routes are free of obstruction and can easily be used.
- That the fire doors are not wedged open
- That exit signs are illuminated.
- That there is 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 are operated by an automatic mains failure switching device.

**7. Outbreaks of Fire:**

**The Hirer** shall call the Fire Brigade to any outbreak of fire, however slight, and details thereof shall be given to the secretary of the Management Committee.

**8. Health & Hygiene:**

**The Hirer** shall, if preparing, serving or selling food, observe all relevant health and hygiene legislation and regulations. The premises are 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 in safe 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 Hirer** shall indemnify the Village Hall Management Committee for the cost of any damage done to any part of the property or the contents of the building, which may occur during the hiring as a result of the hiring.

**The Hirer** will be responsible for making arrangements to ensure against any third party claim, which may lie against him (or the organisation if acting as a representative) while using the hall. (The Village Hall is insured against any claims arising out of its own negligence).

**11. Accidents and Dangerous Occurrences:**

**The Hirer** must report all accidents involving injury to the public to a member of the Village Hall Management Committee **as soon as possible** and complete the relevant section in the Village Hall's accident book. Any failure of equipment either that belongs 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 in accordance with the Executive Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995.

**12. Explosives and Flammable Substances:**

**The Hirer** shall insure that highly flammable substances are not brought into or used in any part of the premises.

**13. Heating:**

**The Hirer** shall ensure that no heating appliances shall be used on the premises when open to the public without the consent of the Management Committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

**14. Drunk and Disorderly Behaviour:**

**The Hirer** shall insure 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 or to any person suspected of being under the age of 18 years. 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.

**15. 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 each member of the Village Hall's management committee 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.

**16. Animals:**

**The Hirer** shall ensure that no animals (including bird(s) except Guide Dogs are brought into the Hall, other than for a special event agreed by the committee. No animals whatsoever are to enter the kitchen at any time.

**17. Compliance with The Children Act:**

**The Hirer** shall ensure that any activities for children under eight years of age comply with the provision of the Children Act 1989 and that only fit and proper persons who have passed the appropriate Criminal Records checks have access to the children (checks may also apply where children over eight and vulnerable adults are taking part in the activities).

**18. 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. The Village Hall reserves the right to cancel this hiring 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 or other public event.
- (b) The Village Hall management committee reasonably considering unlawful or unsuitable activities will take place at the premises as a result of the hiring.
- (c) The premises becoming unfit for the use intended by the hirer.

In such cases the Hirer shall be entitled to a refund of any deposit already paid, but the Village Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damage whatsoever.

**19. End of Hire:**

**The Hirer** shall be responsible for leaving the premises and surrounding area in a clean and tidy condition with any contents removed from their original position properly replaced, otherwise the Committee shall be at liberty to make an additional charge.

**Annexed** (Information Sheet for Hirers)

**20. Noise:**

**The Hirer** shall ensure that the minimum of noise is made on arrival and departure, particularly late at night.

**21. 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 (unless previously agreed) must be removed at the end of each hiring.

**22. No Rights:**

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

**23. Smoking:**

**The Village Hall** has a NO Smoking policy.