

CHOLDERTON VILLAGE HALL

Standard Conditions of Hiring

1. **Age and Responsibility**

The Hirer, as named on the Bookings Form, not being a person under 18 years of age, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are met.

2. **Supervision**

The Hirer shall, during the period of the hiring, be responsible for

- a) supervision of the premises, the fabric and the contents;
- b) their care, safety from damage however slight or change of any sort; and
- c) 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 Village Hall Management Committee (hereinafter called the VHMC), 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 Hiring Agreement and shall not sub-let or use the premises for any unlawful purpose 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 specific permission.

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 Local Authority, the Licensing Authority, the Hall's 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. The hirer shall also comply with the Management Committee's health and safety policy.

(a) The Hirer acknowledges that they have received instruction in the following matters:

- The action to be taken in event of fire, including calling the Fire Service and evacuating the Hall.
- The location and use of fire equipment.
- Escape routes, the need to keep them clear and the method of operation of escape door fastenings.

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

- That all fire exits are unlocked.
- That all escape routes are free of obstruction and can be safely used.
- That there is no obvious fire hazard on the premises.

6. **Means of escape**

All exits from the Hall must be kept free from obstruction and available for instant free public exit.

7. **Outbreaks of fire**

The Fire Service shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Lettings Secretary.

8. Health and hygiene

The Hirer shall, if serving or selling food, observe all relevant food health and hygiene legislation and regulations. The premises are provided with a refrigerator and a freezer.

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 and any subsequent legislation.

10. Insurance and indemnity

(a) The Hirer shall be liable for:

- (i) the cost of repair of any damage (including accidental and malicious 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 made against or incurred by the Village Hall, its employees, volunteers or invitees in respect of damage or loss of property or injury to persons arising as a result of the use of the premises by the Hirer; and
- (iii) all claims, losses, damages and costs made against or incurred by the Village Hall, its employees, volunteers or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer and, subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of the VHMC, its employees, volunteers, and invitees against such liabilities.

11. Accidents and dangerous occurrences

The Hirer must report all accidents involving injury to the public to the Lettings Secretary or a member of the VHMC as named on the Instructions as soon as possible and complete the relevant section in the Hall's accident book. Any failure of equipment belonging to the Hall or brought in by the Hirer must also be reported as soon as possible.

12. Explosives and flammable substances

The Hirer shall ensure that no highly flammable substances are brought into, or used in any part of the premises and that no internal decorations of a combustible nature shall be erected without the consent. No decorations are to be put up near light fittings or heaters.

13. Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public, without proper consent. Portable LPG heating appliances shall not be used.

14. Drunk and disorderly behaviour and supply of illegal drugs

Drunk and disorderly behaviour shall not be permitted either on or in the immediate vicinity of the premises. 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. No illegal drugs may be brought into the Hall.

15. Animals

The Hirer shall ensure that no animals (including birds), except guide dogs, are brought into the Hall, unless agreed exceptionally. No animals whatsoever are to enter the kitchen at any time.

16. 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.

17. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the Management Committee is unable secure a replacement booking, the question of the payment shall be at the discretion of the Lettings secretary. The VHMC reserves the right to cancel a hiring by written notice to the Hirer in the event of:

- (a) the premises being required for use as a Polling Station.
- (b) the VHMC reasonably considering that
 - (i) the hiring will lead to a breach of licensing conditions, other legal or statutory requirements, or
 - (ii) 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
- (d) an emergency requiring use of the Hall as a shelter, eg after flooding locally.

In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the VHMC shall not be liable to the Hirer for any resulting direct or indirect loss or damages.

18. 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 VHMC shall be at liberty to make an additional charge. An evening event must end by 12 midnight.

19. Security Deposit

The VHMC reserves the right to ask for security deposit which will be returned within 14 days of the event so secured, assuming the Hall has been left in accordance with these Standard Conditions of Hire

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 VHMC accepts no responsibility for any stored equipment or other property brought onto 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.

The VHMC may use its discretion and dispose of any items left at the Hall after a reasonable period, by sale or otherwise.

22. No alterations

No alterations or additions may be made to the premises nor may any fixtures be installed or decorations be attached in any way to any part of the premises without the consent of the Lettings Secretary. The Hirer will make good any damage caused by such installation and removal.

23. No rights

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

24. Dangerous and unsuitable performances

Performances involving danger to the public or of a sexually explicit nature shall not be given.

Acknowledgment

This Hiring Agreement is developed from a model prepared by Jonathan Dawson for ACRE (Action with Communities in Rural England).