

# Blymhill and Weston under Lizard Village Hall



## **Blymhill and Weston under Lizard Village Hall Standard Conditions of Hire.**

(If the Hirer is in any doubt as to the meaning of the following, the Hall Secretary or Booking Clerk should be consulted.)

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

### **1. Supervision**

The Hirer will, during the period of hiring, 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 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. Licences**

The Village Hall has a Premises Licence as detailed in the Hiring agreement; the Hirer is responsible for ensuring that the terms of the licence arrangement will be adhered to in every respect. A copy of the premises licence can be obtained from the booking clerk.

### **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 hall'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. This includes calling the Fire Brigade and evacuating the hall. The location and use of fire equipment (diagrams of location are displayed in the entrance hall).  
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 clear  
That all escape routes are free of obstruction and can be safely used. That there are no obvious fire hazards on the premises.
- (c) All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.  
Outbreaks of fire  
An Emergency action sheet with all instructions of what to do in the event of an emergency can be located by the front door.  
The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the secretary of the management committee  
The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Local Magistrates' Court or otherwise, particularly in connection with any event which includes public

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dancing or music or other similar public entertainment or stage plays.

## 6. **Health and Hygiene**

The Hirer shall, if preparing, serving or selling food observe all relevant food health and hygiene legislation and regulations.

## 7. **Electrical Appliance Safety**

The Hirer shall be responsible for ensuring that any electrical appliances brought by them to the premises and used there shall be safe and in good working order, and used in a safe manner.

## 8. **Insurance and indemnity.**

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 management committee, their employees, volunteers, agents or invitees 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 made against or incurred by the village hall management committee, their employees, volunteers, agents 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 , the Hirer shall indemnify and keep indemnified accordingly each member of the village hall management committee and the village hall's employees, volunteers, agents and invitees against such liabilities.

The Village Hall shall take out adequate insurance to insure the liabilities described in sub-clauses (i) above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (ii) and (iii) above. The village hall shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of the village hall management committee and the village hall's employees, volunteers, agents against any insurance excess incurred and the difference between the amount of the liability and the monies received under the insurance policy.

Where the village hall does not insure the liabilities described in sub-clauses (ii) and (iii) above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the village hall secretary, Failure to produce such policy and evidence of cover will render the hiring void and enable the hall secretary to rehire the premises to another hirer.

The village hall is insured against any claims arising out of its own negligence.

## 9. **Accidents and Dangerous Occurrences**

The Hirer must report all accidents involving injury to the public to member of the Management Committee as soon as possible. Any failure of equipment either that belonging to the hall or brought in by the hirer must also be reported as soon as possible. Certain types of accident or injury must be reported.

## 10. **Animals**

The Hire shall ensure that no animals (including birds) except guide dogs are brought into the Hall, other than for a special event agreed to by the Committee. And no animals whatsoever are to enter the kitchen at any time.

## 11. **Compliance with the children Act 2004**

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 2004 and that only fit and proper persons who have passed the appropriate DBS checks and comply with ISA requirements 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 management committee with a copy of their DBS check and Child Protection Policy on request.

## 12. **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 Hall, and shall indemnify the Committee accordingly against all action, claims and proceedings arising from any breach of the condition. Failure to observe this condition may lead to prosecution by the local authority

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## **13. 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

## **14. Dangerous and unsuitable performances**

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

## **15. 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, use its discretion in any of the following circumstances:

- a. Failure by the Hirer either 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
- b. Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in the village hall management committee disposing 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.

## **16. No rights**

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

## **17. No alterations**

No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of the Hi311 Secretary. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the village hall remain in the premises at the end of the hiring. It will become the property of the village hall unless removed by the hirer who must make good to the satisfaction of the hall or, if any damage caused to the premises by such removal.

## **18. Hirer Cancellation**

If the Hirer wishes to cancel the booking before the date of the event and then the Committee is unable to conclude a replacement booking, the question of the payment of the fee shall be at the discretion of the Committee.

## **19. Village Hall Cancellation**

The Committee reserves the right to cancel this hiring in the event of the hall being required for the use as a Polling Station for a Parliamentary or Local Government election or bye-election, in which case the Hirer shall be entitled to a refund of any deposit already paid.

## **20. Unfit for use**

In the event of the hall or any part thereof being unfit for the use for which it has been hired, the committee shall not be liable to the hirer for any resulting loss or damage whatsoever.

## **21. Refusal of Booking**

The Committee reserves the right to refuse a booking without notice or to cancel this hiring agreement at any time either before or during the term of the agreement upon giving 7 days notice in writing to the hirer. In such cases the Hirer is entitled to a refund, in full or part, of their deposit as decided by the Management Committee.

## **22. End of Hire**

The Hirer shall be responsible for leaving the premises and the 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 and any waste correctly disposed of, otherwise the committee shall be at liberty to make an additional charge

## **23. 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

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device provided at the premises and comply with any other licensing condition for the premises.

## **24. Smoking**

The Hirer shall, and shall ensure that the Hirer's invitees comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made there under. Any person who breaches this provision shall be asked to leave the premises

**Signed** on behalf of The Village Hall.

Signed \_\_\_\_\_

Date \_\_\_\_\_

**Signed** by the Hirer.

**Signed** \_\_\_\_\_

**Date** \_\_\_\_\_