

BLYMHILL AND WESTON UNDER LIZARD VILLGE HALL STANDARD CONDITIONS



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

For the purposes of these conditions:

- the Hirer shall mean an individual hirer or, where the hirer is an organisation, the authorised representative;
- the Committee shall mean the trustees of the registered charity Blymhill Village Hall (registered charity number 522612), known as the Blymhill and Weston under Lizard Village Hall management committee.
- the Hall means the premises of Blymhill Village Hall also known as the Blymhill and Weston under Lizard Village Hall.
- the Bookings Secretary means the person who deals with all the Hall hire bookings on behalf of the Committee

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 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 Hall has a Premises Licence; 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 is posted on the notice board in the Hall. Midnight is the cut-off time for all licenced activities including all music and the sale of alcohol.

4. Alcohol

The Hall is only licenced for the retail sale of alcohol. Only alcohol purchased from the Hall bar can be consumed on the premises. Corkage may be permitted for Weddings/other special events but subject to prior agreement with the Hall's Bar Manager.

5. 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.

6. 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.

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

- (d) The Hirer agrees to comply with any legal requirements in place to minimise the spread of Covid 19. Where that requires a specific Risk Assessment and Method Statement, this must be submitted to the Chair of the Committee at least 2 weeks prior to the event.

7. Health and Hygiene

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

8. 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. All electrical equipment hired in for your event/party must also have an in-date PAT certificate.

9. 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 Committee, it's 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 Committee, it's 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 (ii), the Hirer shall indemnify and keep indemnified accordingly each member of the Committee and its employees, volunteers, agents and invitees against such liabilities.

The Committee shall take out adequate insurance to ensure 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 Committee shall claim on its insurance for any liability of the Hirer hereunder, but the Hirer shall indemnify and keep Indemnified each member of the Committee and its 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 Committee 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 Bookings Secretary, Failure to produce such a policy and evidence of cover will render the hiring void and enable the Secretary to rehire the premises to another hirer.

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The Committee 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 the 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 Hirer shall ensure that no animals (including birds) except assistance dogs are brought into the Hall, other than for a special event agreed to by the Committee. No animals whatsoever are to enter the kitchen or bar area 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 Committee with a copy of their DBS check and Child Protection Policy upon 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.

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 and activities**

Performances involving danger to the public or of a sexually explicit shall not be given. Activities (similarly) that involve danger to the occupants of the Hall or the fabric of the building must not be undertaken. There is no exhaustive list of these activities, so if the hirer is unsure regarding this condition, it is their responsibility to consult the Booking Secretary in sufficient time before the event to allow the Committee to review the specific activity.

15. **Stored equipment**

The Committee 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 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 items are removed.

The Committee 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 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 Bookings Secretary. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Committee remain in the premises at the end of the hiring. It will become the property of the Hall unless removed by the Hirer who must make good to the satisfaction of the Hall if any damage is 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 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. Committee 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 receive 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 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. In the event that this is not adhered to, 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 device provided at the premises and comply with any other licensing condition for the premises.

24. Smoking

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

25. Dishwasher

If using the dishwasher, please follow all the instructions **and leave it drained and clean.**