

## BURSLEDON VILLAGE HALL CHARITABLE TRUST

### Standard Conditions of Hire – September 2018

(If the **HIRER** is in any doubt as to the meaning of the following, the authorised representative of the Village Hall should immediately 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. **Age.** The **HIRER**, 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** will, during the period of the hiring, be responsible for supervision of the premises, the fabric and the contents of the premises, 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.
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-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 nor allow the consumption of alcohol thereon without written permission.
4. **Young person's events.** The Village Hall Management Committee does not, normally, accept bookings for evening parties/events organized for young people between the ages of 13 and 23. The **HIRER** agrees that no more than 50% of the participants at his/her event shall be in the age range 13 to 23.
5. **Decoration.** The **HIRER** shall ensure that no decorations shall be fixed to the walls or paintwork by drawing pin, nail or sellotape or the **HIRER** shall forfeit their deposit. It is recommended to use white tack or low tack adhesive masking tape. If the **HIRER** wishes to use a ladder, whether the ladder belongs to the Premises or not, the **HIRER** shall ensure that a minimum of two capable adults are employed in the use thereof.
6. **Waste.** The **HIRER** shall remove all waste from the hall after the hiring. A waste dumpster is provided outside the Anna Harvey room entrance. Should it be full all waste must be removed from the site by the **HIRER** or the **HIRER** may forfeit the hiring deposit.
7. **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.
8. **Public Safety Compliance.** 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.
9. **Health and Hygiene.** The **HIRER** shall, if preparing, serving or selling food observe all relevant food health and hygiene legislation and regulations.
10. **Insurance and Indemnity.** The **HIRER** shall be liable for: 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 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 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 (b), 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.

11. **Third party claims.** The **HIRER** shall be responsible for making arrangements to insure against any third party claims which may lie against him or her (or the organisation if acting as a representative) whilst using the Village Hall. (The Village Hall is insured against any claims arising out of its own negligence.)
12. **Accidents and Dangerous Occurrences.** The **HIRER** must report all accidents involving injury to the public to a 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 on a special form to the local authority. The authorised representative of the Village Hall will give assistance in completing this form. This is in accordance with the Executive Reporting of Injuries, Diseases and Dangerous Occurrences Regulation 1995.
13. **Animals.** The **HIRER** 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. No animals whatsoever are to enter the kitchen at any time.
14. **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 this condition. Failure to observe this condition may lead to prosecution by the Local Authority.
15. **Sale of Goods.** The **HIRER** shall, if selling goods, comply with the 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.
16. **Unfit for Use.** In the event of the Hall or any part thereof being rendered 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.
17. **Refusal of booking.** The Village Hall Management 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. **THE HIRER** shall be entitled upon such notice to reimbursement of such monies including the deposit or a proportion of the same as have been paid by the **HIRER** to the Committee but the Committee shall not be liable to make any further payment to the **HIRER**.
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. Any contents temporarily removed from their usual positions should be properly replaced and any decorations, packaging or other rubbish removed from the hall and its environs, or the Management Committee shall be at liberty to make an additional charge.
19. **Noise.** The **HIRER** shall ensure that the minimum of noise is made on arrival and departure and that sound levels during the event are maintained at a volume which will not cause discomfort or inconvenience to neighboring properties.
20. **Music Copyright licensing.** The **HIRER** shall ensure that the Village Hall holds relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, the **HIRER** holds a licence

21. **Film. CHILDREN** shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. HIRERs should ensure that they have the appropriate copyright licences for film.
22. **Childcare Act 2006.** THE **HIRER** shall ensure that any activities for children under eight years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable Groups Act 2006 and only fit and proper persons who have passed the appropriate Criminal Records Bureau checks should 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 DBE check and Child Protection Policy on request.
23. **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, and 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. The Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to the secretary of the management committee.
24. 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. (Include diagram of location when handing over keys.)
  - Escape routes and the need to keep them clear.
  - No smoking allowed in the Hall.
  - Lit candles not to be left unattended.
  - 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.
  - Location of the first aid box.
25. In advance of any activity whether regulated entertainment or not 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 for instant free public exit.
  - That any fire doors are not wedged open.
  - That exit signs are illuminated.
  - That there are no obvious fire hazards on the premises.
  - That emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).
26. **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. No illegal drugs may be brought onto the premises. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. 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 in accordance with the Licensing Act 2003.
27. **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. The **HIRER** shall ensure that any electrical equipment introduced to the Village Hall, by the **HIRER** or a Contractor to the **HIRER**, has a current PAT test approval.

28. **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. Unless otherwise agreed, all equipment and other property (other than stored equipment) must be removed at the end of each hiring or fees may 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:

- 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.
- 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.

29. **Explosives and flammable substances.** The **HIRER** shall ensure that:

- Highly flammable substances are not brought into, or used in any part of the premises and that
- No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the management committee. No decorations are to be put up near light fittings or heaters.

30. **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 by written notice to the HIRER in the event of:

- The premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election.
- The Village Hall management committee reasonably considering that (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring.
- The premises becoming unfit for the use intended by the HIRER.
- An emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these similar disasters.

In any such case 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 damages whatsoever.

31. **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 Village Hall 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 Village Hall any damage caused to the premises by such removal.

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