

Ston Easton Village Hall

Conditions of Hire

These Conditions of Hire shall apply to all hiring of the Village Hall, unless otherwise agreed by the Village Hall Management Committee and specified on the associated Hiring Agreement.

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

All Village Hall bookings must be paid for in advance, and such payment shall imply acceptance by the Hirer of these Conditions of Hire and any associated Hiring Agreement.

1. 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 or change of any sort (however slight);
- c) the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction;
- d) ensuring that the number of people using the hall does not exceed the permitted maximum as stipulated in the Hiring Agreement;
- e) ensuring that children are supervised at all times while on the premises.

The period of hiring includes any setting-up and clearing-up time that may apply.

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 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.

The Hirer shall ensure that:

- a) nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries;
- b) in respect of any activity requiring a licence either they or the Village Hall hold the relevant licence;
- c) any selling of goods on the premises shall comply with all Trading Standards requirements in force at the time of hire.

3. Availability and Times

The Village Hall is located in a residential area, and local residents must not be subject to excessive noise. The Hirer shall ensure that all guests leave the premises quietly.

The Hirer shall ensure that the following time restrictions are observed:

- a) any service of food or drink must be finished by 11pm;
- b) any music or amplified sound must cease by 11pm;
- c) the premises (including the car park) must be completely vacated by 11:30pm.

4. 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 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.

The Hirer acknowledges that prior to commencement of hiring they shall know and understand the following:

- a) the action to be taken in event of fire. This includes calling the Fire Brigade, evacuating the hall, and providing details of the incident to the Hall Secretary.
- b) the location and use of fire equipment, escape routes and the need to keep them clear and the method of operation of escape door fastenings.

The Hirer shall, during the period of the hiring, check:

- c) that all means of exit (including fire exits and the main entrance doors) are kept free from obstruction, unlocked and can be safely used for immediate public exit;
- d) that emergency exit signs at all exits are illuminated;
- e) that there are no obvious fire hazards on the premises.

5. Health and Hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are provided with a refrigerator but not a thermometer.

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 thereunder. Any person who breaches this provision shall be asked to leave the premises.

6. 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.

7. Indemnity

The Hirer shall indemnify and keep indemnified each member of the Village Hall Management Committee and the Village Hall's volunteers, agents and invitees against:

- a) the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises;
- b) all claims, losses, damages and costs 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
- c) all claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer.

8. Insurance

Commercial hirers shall take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against all claims arising as a result of the hire and on demand shall produce the policy and current receipt or other evidence to the Booking Secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the Booking Secretary to rehire the premises to another Hirer.

The Village Hall is insured against all claims arising out of its own negligence and its Public Liability Cover extends to cover non-profit making (i.e. non-commercial) hirers.

(Note: this does not cover bouncy castles or other inflatable devices, fireworks, sponsored walks, rides or similar events).

Items stored by the Hirer in the building are not insured except by prior arrangement with the Village Hall Management Committee and confirmed in writing.

9. 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 belonging 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. The Hall Secretary will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

10. Storage of equipment

The Village Hall Management Committee 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 or other property, other than that stored on the premises by prior agreement, must be removed at the end of each hiring or storage period.

In the event that stored items are not removed by the agreed time, the Village Hall Management Committee may dispose of any such items seven days thereafter at its discretion, by sale or otherwise, and on such terms and conditions as it deems fit, and charge the Hirer daily storage fees and costs incurred in storing, selling or otherwise disposing of the items.

11. Explosives and Flammable Substances

The Hirer shall ensure that:

- a) no highly flammable substances are brought into or used in any part of the premises;
- b) no internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Village Hall Management Committee. No decorations are to be put up near light fittings or heaters.

12. Heating

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

13. Drunk and Disorderly Behaviour and Supply of Illegal Drugs

The Hirer shall ensure that in order to avoid disturbing neighbours to the hall and to 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 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 the premises. No illegal drugs may be brought onto the premises.

14. Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by the Village Hall Committee.

No animals whatsoever are to enter the kitchen at any time.

15. Compliance with The Children Act 1989

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons who have passed the appropriate Criminal Records Bureau (CRB) checks 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 Child Protection Policy on request.

16. Cancellation

Charges in respect of hall hiring are non-refundable if the hiring is cancelled by the Hirer.

The Village Hall reserves the right to cancel this hiring by written notice to the Hirer 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,

- b) the Village Hall Management Committee reasonably considering that:
 - i. such hiring will lead to a breach of licensing conditions or other legal or statutory requirements; or
 - ii. unlawful or unsuitable activities will take place at the premises as a result of this hiring;
- c) the premises becoming unfit for the use intended by the Hirer;
- d) an emergency requiring use of the premises as a shelter for the victims of disaster.

In any such case the Hirer shall be entitled to a refund of any hiring charges already paid, but the Village Hall Management Committee shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

17. End of Hire

The Hirer shall:

- a) return all equipment, chairs and tables to their respective storage areas in a clean condition;
- b) clean and put away any hall glassware, crockery etc. that has been used;
- c) ensure that toilets and kitchen surfaces are left in a clean condition. Cleaning materials are available for this purpose;
- d) leave the premises and surrounds in a clean and tidy condition;
- e) ensure that all internal lights and heating systems are switched off;
- f) ensure that:
 - i. all internal doors are left open;
 - ii. all external doors and windows are closed and secure;
 - iii. keys are returned to the external key-box or to the Village Hall representative.
- g) **remove all refuse** from the premises and surrounds. Black plastic bags are available for hirers to take away their refuse. A charge will be imposed if the Village Hall Management Committee has to pay for any refuse removal.

18. 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 ensure there is not excessive noise from any sound amplification equipment used. See also "Availability and Times" above for specific restrictions.

19. Personal Property

The Village Hall accepts no responsibility for any personal property brought onto or left at the premises, and all liability for loss or damage is hereby excluded.

20. 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 Management Committee.

Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Village Hall Management Committee 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 Management Committee any damage caused to the premises by such removal.

21. Restriction of Benefit

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

22. Privacy and Data Protection

Personal details of the Hirer and/or members of the Hirer's organisation (such as treasurer) will be held in accordance with the Data Privacy Policy available on request. In addition, the Privacy Notice is available to view on the Village Hall website.

At the time of booking, the Hirer may stipulate that their booking be displayed on the Village Hall Website public diary as a "Private Function". Otherwise the Hirer shall consent to details of their booking being displayed.