

Thursley Village Hall Hiring Agreement and Conditions

Standard conditions of hire

These standard conditions apply to all hiring of the Village Hall. If the hirer is in any doubt as to the meaning of the following, the caretaker should immediately be consulted.

a) **Supervision**

The hirer shall, during the period of the 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. As directed by the caretaker, 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.

b) **Use of Premises**

The hirer shall not use the premises for any other purpose 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 of thereof.

c) **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.

d) **Public Safety Compliance**

The hirer shall comply with all conditions and regulations made in respect of the premises by the local Licensing Authority.

The hirer acknowledges that they have received instruction in the following matters:

- The action to be taken in case of fire. This includes calling the fire brigade and evacuating the hall.
- The location and use of fire equipment
- 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.

e) **Means of Escape**

All means of escape must be kept free from obstruction and immediately available for instant free public exit.

f) **Outbreaks of fire**

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be reported in writing to the Secretary of the Village Hall Management Committee via the caretaker.

g) **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

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the premises must be stored in compliance with the Food Temperature Regulations. The premises are provided with a refrigerator

h) 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.

i) Indemnity

Other organisation or persons using the Village Hall will be covered under the Village Hall insurance policy as though such organisation or person were individually named as the insured provided the limit of indemnity is not exceeded and use is for non commercial purposes. For this reason any hirer using the hall for commercial purposes must effect their own insurance cover.

If the hire is for commercial purposes, the hirer shall take out adequate insurance to insure the hirer and members of the hirer's organisation and invitees against the hirer's liabilities and all claims arising as a result of the hire and on demand shall produce the policy and current receipt or other evidence of cover to the caretaker. Failure to produce such policy and evidence of cover will render the hiring void. Under such circumstances any monies paid by way of deposit or hire charge shall be forfeit.

j) Accidents or Dangerous Occurrences

The hirer must report all accidents involving injury to the public to the caretaker or another 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 of 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 Secretary of the Village Hall Management Committee will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR)

k) Explosives and Flammable Substances

The hirer shall ensure that:

- Highly inflammable 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 the overhead heaters, the night storage heaters or the light fittings.

l) 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 management committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used within the Village Hall.

m) 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 in advance by the Village Hall

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Management Committee. No animals whatsoever are to enter the kitchen or servery areas at any time.

n) Means of Escape

All means of escape must be kept free from obstruction and immediately available for instant free public exit

o) 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 premises, and shall indemnify and keep indemnified each member of the Village Hall Management committee accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

p) 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 1989 and that only fit and proper persons who have passed the appropriate Criminal Records Bureau checks have access to the village hall whenever children are present on the premises.

The hirer shall provide the Village Hall Management Committee on request with a copy of their Child Protection Policy and written confirmation that all adults involved in activities involving children have a current Criminal Records Bureau enhanced disclosure certificate.

q) Sale of Goods

The hirer shall, if selling goods on the premises, comply with Fair Trading Laws and code of practice used in conjunction with such sales. In particular, the hirer shall ensure that the total price 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.

r) Cancellation

If the hirer wishes to cancel the booking before the event and the Village Hall is unable to conclude a replacement booking, the question of payment or the repayment of the hire fee shall be at the discretion of the Village Hall Management Committee.

The Village Hall Management Committee 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 bye-election.
- The Village Hall Management Committee reasonably considering that (i) such hiring will lead to a breach of the licensing conditions or (ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring
- The premises become unfit for the use intended by the hirer
- An emergency requiring the use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.

In any such case the hirer shall be entitled to a refund of any deposit 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.

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s) End of Hire

The hirer shall be responsible for leaving the premises, any kitchen equipment cutlery and crockery used during the period of hire and the surrounding area in a clean and tidy condition and any contents temporarily removed from their usual positions properly replaced, otherwise the Village Hall Management Committee shall be at liberty to make an additional charge.

t) Stored 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 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 Management Committee may use its discretion, in any of the following circumstances:

- In respect of stored equipment, failure by the hirer either to pay any storage charges due and payable or to remove the same within seven days after the agreed storage period has ended; or
- In respect of any property brought onto the premises for the purposes of the hiring; failure by the hirer to remove the same within seven days after the hiring,

Dispose 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, selling or otherwise disposing of same.

u) No alterations

No alterations or additions may be made to the premises nor may any fixture or fitting be installed or placards, decorations or other articles attached in any way to any part of the premises without the prior written permission of the caretaker. 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 Management Committee 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.

v) No smoking

The Village Hall has a NO SMOKING policy and this must be obeyed at all times.

w) No Rights

The hiring agreement constitutes permission only to use the premises and confers no tenancy of other right of occupation on the hirer.

Thursley Village Hall Management Committee
January 2006