

EARDISLAND VILLAGE HALL

Registered Charity No: 1108366

EVHMC = Eardisland Village Hall Management Committee

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 Bookings Officer should be consulted.

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 shall, during the period of the hiring, be responsible for:

- the supervision and care of the premises, the fabric and the contents.
- the behaviour of all persons using the premises.
- the supervision of car parking arrangements so as to avoid obstruction of the highway.

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.

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. 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. Advice should be sought if in doubt.

5. Licensable activities

The Hirer shall ensure that he/she holds a Music Licence which permits the use of copyright music in any form. If other licences are required in respect of any activity in the village hall the Hirer should ensure that they hold the relevant licence or the village hall holds it. This means if you are going to play music then you must check if a relevant licence is required. This is your responsibility.

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 Document 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 General Risk Document.

(a) The Hirer acknowledges that they have received direction in the following matters:

- 1 The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating

the hall.

- 2 The location and use of fire equipment.
- 3 Escape routes and the need to keep them clear.
- 4 Method of operation of escape door fastenings.
- 5 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 event the Hirer shall check the following items:

- 1 That all fire exits are unlocked and panic bolts in good working order.
- 2 That all escape routes are free of obstruction and can be safely used.
- 3 That any fire doors are not wedged open.
- 4 That exit signs are illuminated.
- 5 That there are no obvious fire hazards on the premises.

7. Means of escape

(a) All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.

(b) The emergency lighting supply illuminating all exit are operated by an automatic mains failure switching device.

8. Outbreaks of fire

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the booking officer.

9. 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 and large chiller.

10. 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. Where a residual circuit breaker is provided the hirer **must** make use of it in the interests of public safety. It is recommended that all appliances are protected by a RCD residual circuit breaker.

11. Insurance and indemnity

(a) 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 EVHMC, 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 EVHMC, 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 EVHMC and the village hall's employees, volunteers, agents and invitees against such liabilities.

(b) The village hall does not insure the liabilities described in sub-clauses (a)(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 officer. Failure to produce such policy and evidence of cover will render the hiring void and enable the bookings officer to rehire the premises to another hirer.

The village hall is insured against any claims arising out of its **own** negligence. It is your responsibility to follow appropriate procedures for locking and unlocking the hall. It should be noted that the hall's public liability insurance does not cover events that are not run by the EVHMC.

12. Accidents / incidents and dangerous occurrences

The Hirer must report all accidents / incidents involving injury to the public to a member of the EVHMC **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**.

13. Explosives and flammable substances

The hirer shall ensure that:

- (a) Highly flammable substances are not brought into, or used in any part of the premises and that
- (b) 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.

14. 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 must not be used.

15. 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. 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.

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

17. Compliance with the Children (amendment) Act 2016

The Hirer shall ensure that any activities for children under eight years of age comply with The Provisions of the Childcare Act 2016 and the Safeguarding Vulnerable Groups Act 2006 and only fit and proper persons who have passed the appropriate DBS 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 DBS check and Child Protection Policy on request.

18. Fly posting

The Hirer shall make sure that any external posters or advertising boards etc are cleared, tidied and/or removed immediately after the event. The hirer shall indemnify and keep indemnified each member of the village hall's 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.

19. 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.

20. Film shows

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.

21. 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 EVHMC. 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 EVHMC 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
- (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 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 EVHMC shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

22. 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 and any contents temporarily removed from their usual positions properly replaced, otherwise the village hall shall be at liberty to make an additional charge. All events must end by 11pm and the hall closed by 11.30pm (Herefordshire Council Regulations apply).

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. Stored equipment

The EVHMC 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 EVHMC 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 EVHMC 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.

25. 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 approval of the bookings officer. 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.

26. No rights

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

27. Dangerous and unsuitable performances

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

28. Smoking

The Village Hall is a non-smoking premises.

29. Live Music Events with Alcoholic bar

Unless previously authorised by written permission from EVHMC, all live music events with an alcoholic bar to be over 18's only.

30. Regular User Groups

The Hirer accepts that for regular "user group" bookings the named person is considered by the EVHMC to be head/chairperson of that user group and solely responsible. Regular user groups will need to reapply annually.

31. Access to restricted areas

The hirer agrees not to enter or try to enter any areas of the village hall that are not in public use i.e. specifically locked cupboards, store rooms, etc. Access to these areas is strictly by written permission only.

32. The Work at Height Regulations 2005 act (as amended)

No hirer or member of the public should work at height unless express written permission is given by the EVHMC.

33. Ladders / stepladders / towers etc

The management committee own various devices for general maintenance requirements; these devices are solely for the use of authorised village hall persons only. Authorised persons must check the condition of the devices before and after every use – if any damage is noticed the committee must be informed immediately and the device(s) must be removed and made unusable. 'No member of the public or any hall user is permitted to use any of the ladders without prior authorisation and without appropriate safety precautions being in place.