

## **CLYST ST MARY VILLAGE HALL - CONDITIONS OF HIRE**

### **A. 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 Hall Secretary or Caretaker should immediately be consulted.

#### **1. 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 Hall Secretary, 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.

#### **3. 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.

#### **4. Licences**

If 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. The hall holds a licence from the Performing Right Society which allows the use of copyright music in any form e.g. record, compact disc, tapes, radio, television or by performers in person. However, certain events, such as dancing classes, keep fit and social dancing, require a separate Phonographic Performance licence which the Hirer should ensure that they hold if they are hiring the hall for one of these events.

#### **5. 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.

(a) The Hirer acknowledges that they have read the Health and Safety Policy which is available on the hall notice board and the website and that they understand the following:

- 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.
- 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.

(b) In advance of an entertainment or play 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.
- That any fire doors are not wedged open.
- That exit signs are illuminated.
- That there are no obvious fire hazards on the premises.

#### **6. Outbreaks of Fire**

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

## 7. 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 with a thermometer.

## 8. Electrical Appliance Safety

The Hirer shall ensure that any electrical appliance brought by them to the premises and used there shall be safe, in good working order, has been PAT tested within the last 2 years, and is 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.

## 9. Indemnity

(a) The Hirer shall indemnify and keep indemnified each member of the Village Hall management committee and the Village Hall's employees, 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.

(b) The Hirer shall take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against the Hirer's liability under paragraph 10(a) 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 Hall Secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the Hall Secretary to rehire the premises to another hirer.

The Village Hall is insured against any claims arising out of its **own** negligence.

## 10. 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).

## 11. 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:

(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.

## 12. Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises. 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 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. No animals whatsoever are to enter the kitchen at any time.

## 15. Safeguarding

The Hirer shall ensure that any activities are carried out in accordance with the Children's Act 1989 and 2004, the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When working with children, the statutory guidance Working Together to Safeguarding Children 2015 shall be followed. The Hirer shall provide the Village Hall committee with a copy of their Child Protection and Safeguarding Policy and evidence of relevant checks under the Disclosure and Barring Service (DBS) on request. All reasonable steps must be taken to prevent harm and to respond appropriately when harm does occur. Relevant concerns must be reported.

## 16. 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'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.

## 17. 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. Further detail can be found in Village Hall Information Sheet 34.

## 18. 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:

- (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, 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 Village Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

At the discretion of the Village Hall, if a village organization wishes to use the hall for all or part of one week continuously, all regular bookings will be given 4 months notice of the cancellation of their booking during the period affected. The Village Hall shall not be liable to any Hirer for any resulting direct or indirect loss or damages whatsoever.

## 19. 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. In particular, hirers must check all lights, taps, windows, heaters and cooking equipment. Any contents temporarily removed from their usual positions must be properly replaced,

The hall must be vacated and secured by midnight at the latest for all evening events or hire.

In order that the hall and rooms are left clean and tidy, all hirers must comply with the following:

- a) A single line of blue chairs shall be placed down side walls and across the front of the stage and remaining chairs neatly stacked in right hand store room behind stage
- b) Tables should be replaced in store room off entrance lobby.
- c) All rooms including toilets **must be left clean** ie swept and any spillage wet-mopped up. Bins in toilets should be emptied and mops, brooms and buckets left clean.

If these conditions are not complied with, the Village Hall shall be at liberty to make an additional charge which will be deducted from the deposit.

**21. 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. Music or any other sound/speaker equipment must be turned off at 11.00pm.

**22. 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. 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 may, in its discretion, in respect of any property brought on to the premises for the purposes of any hiring, in the event of failure by the Hirer to remove the same within 7 days after the hiring, or, for regular hirers, within 7 days of being given notice by the Village Hall to remove any property, 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 and selling or otherwise disposing of the same.

**23. 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 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 hall or, if any damage caused to the premises by such removal.

**24. No Rights**

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

**B. Special Conditions of Hire**

These Special Conditions of Hire include provisions required to comply with the Premises Licence issued under the Licensing Act 2003. These conditions apply to all events at which regulated entertainment or the sale of alcohol takes place.

**1. Hours of Opening**

The premises shall not be used for licensable activities unless permission has been issued by the management committee through a signed hire agreement. Licensable activities will only be permitted between the hours of 11.00 a.m. and 11.00 p.m. unless special permission has been issued by the management committee. The hirer is responsible for obtaining a Temporary Event Notice from East Devon District Council to cover the sale of alcohol at the event.

**2. Capacity and Supervision**

(a) Where there are more than 100 persons present, there shall, in addition to the Hirer, be a minimum of one competent attendant on duty on the premises to assist people entering and leaving, who shall not be less than 18 years of age. If most of the audience is under 16, the number of attendants shall be not less than one for every 100 or part of 100. All persons on duty shall have been instructed as to their essential responsibilities in the event of fire or other emergencies, including attention to disabled persons, the location and use of the fire fighting equipment available, how to call the Fire Brigade and evacuation procedure.

(b) The number of people on the premises shall not exceed 300 for dancing, or 200 seated.

**3. 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 of the Premises Licence and/or the Operating Schedule relating to management and supervision of the premises are met.

**4. Dangerous and unsuitable Performances**

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

**5. Film Shows**

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification.

**C. Hire Conditions for field behind hall**

The field behind the hall is owned by the Parish Council and the hire is administered by the Village Hall Committee. The following conditions must be observed when hiring the field:

1. All equipment (eg marquees) connected with the hire must be removed within 2 days, weather permitting.
2. Any damage caused to the field or its amenities must be made good within 2 weeks, failing which the Committee will carry out the work and retain the deposit.
3. For events open to the public, the organisation responsible is required to hold their own public liability insurance cover in respect of any claims that may arise from such use, to the value of £5 Million. A copy of the insurance certificate must be submitted to the Committee prior to the event. NB: the Parish Council holds appropriate public liability insurance for areas within their control (full details available upon request).
4. A risk assessment appropriate to the event must be prepared by the organiser, and a safety officer delegated for the event. This should be available for inspection by the Committee upon request.
5. Music or any other sound/speaker equipment must be turned off at 11.00pm and the field must be vacated by midnight.
6. The hirer is responsible for the security of the site at all times and for preventing unauthorized occupation.