

Salwarpe and District Village Hall
Registered Charity Number 525139
Standard Conditions of Hire

All definitions and descriptions in the Hiring Agreement apply equally to the Standard Conditions of Hire. If the HIRER is in any doubt as to the meaning of any of the following, the BOOKING SECRETARY should be consulted immediately.

1. Supervision

- (a) The HIRER will, during the period of the hiring, be responsible for supervision of the PREMISES, the fabric, and the content; 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 and any escape route from the building.
- (b) The HIRER is responsible for the acts or omissions of any person(s) who enters the PREMISES with the authority of the HIRER, whether or not within the PERIOD OF HIRE, for whatever purposes, but including the preparation of equipment, electrical or otherwise, for use under the terms of the AGREEMENT between the HIRER and the VILLAGE HALL. The HIRER is responsible for ensuring that the premises are secured when the HIRER or any person(s) who enters the PREMISES with the authority of the HIRER, leaves the PREMISES.

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, nor 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 other than permitted in accordance with Condition 3(a) below.

3. Licences

(a) Alcohol

The VILLAGE HALL does not have a licence under the provisions of the Licensing Act 2003 and if alcohol is to be provided or involved in any function organised by the HIRER, the HIRER shall contact the BOOKING SECRETARY.

If the event involves a licensable activity in respect of the supply of alcohol, the HIRER must advise the BOOKING SECRETARY and the HIRER is responsible for obtaining authority under the Licensing Act 2003 by means of a Temporary Event Notice ("TEN") from Wychavon District Council. A copy of the authority must be provided for the BOOKING SECRETARY no later than 7 days before the event. The HIRER is responsible for complying with the terms of the TEN. The bar is to be closed half an hour before the end of the hire period.

There are severe penalties for breach of licence conditions relating to the supply of alcohol.

(b) Music

The VILLAGE HALL has a licence from the Performing Right Society which permits the performance of live music on the premises. If recorded music is to be played at the event, the HIRER is responsible for acquiring a Phonographic Performance Licence ("PPL"), where necessary. It is understood that a PPL licence is not required for private family events.

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 Local Magistrates' Court, Risk Assessment or otherwise, particularly in connection with any event which includes public dancing or music, or other similar public entertainment or stage plays. The HIRER may be asked to co-operate in fire drills.

5 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.

6. Health and Hygiene

The HIRER shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.

7 Drunk and disorderly behaviour and supply of illegal drugs

Drunk or disorderly behaviour is not permitted on the PREMISES during the period of hire. No illegal drugs may be brought onto the PREMISES.

8 Electrical Appliance Safety

The HIRER shall ensure that any electrical appliances brought to the PREMISES have the appropriate safety certificates and are in good working order and are used in a safe manner.

9 Animals

The HIRER shall ensure that no animals (including birds) except guide dogs, hearing dogs and other assistance dogs are brought into the hall, other than for a special event agreed to by the VILLAGE HALL, and no animals whatsoever are to enter the kitchen at any time.

10 Safeguarding children, young people and vulnerable adults

The HIRER must ensure that any activities for children, young people and other vulnerable adults are only provided by fit and proper persons in accordance with the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, you must provide the BOOKING SECRETARY with a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS).

11 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 the VILLAGE HALL 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.

12 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.

13 Insurance and indemnity

The HIRER, is liable for:

- (a) The cost of repair of any damage (including accidental and malicious damage) done to any part of the PREMISES, including its curtilage or its contents, which may occur during the period of hire or as a result of the hiring.
- (b) All claims, losses, damages and costs made against or incurred by the VILLAGE HALL, its volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of your use of the PREMISES (including the storage of equipment).
- (c) All claims, losses, damages and costs made against or incurred by the VILLAGE HALL as a result of any nuisance caused to a third party as a result of your use of the premises and you must indemnify the VILLAGE HALL against such liabilities.

and

- (d) The HIRER shall be responsible for making arrangements to insure against any third-party claims which may lie against him or her (or the organization, if acting as a representative) whilst using the PREMISES, such use shall include the bringing of any outside entertainment to or on the PREMISES, including bouncy castles.

The VILLAGE HALL is insured against claims arising out of its own negligence.

14 Accidents and Dangerous Occurrences

The HIRER must report all accidents involving injury as soon as possible to the BOOKING SECRETARY and record these in the Accident Book, which is located adjacent to the first aid box in the kitchen. The accident book is a legal document which may be used in evidence in the event of any insurance claim. Any failure of equipment, either that belonging to the hall or brought in by the HIRER, must also be reported similarly as soon as possible.

If the HIRER sees something which could be dangerous in or around the hall, the BOOKING SECRETARY or CARETAKER should be advised at the earliest opportunity and, if practicable, take steps to warn other hirers, e.g. with a temporary notice.

15 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 SECRETARY.

Fire extinguishers are provided for very small fires and persons using them must not put themselves in danger. Priority must be given to escaping from the building.

The Fire Assembly Point is indicated with a green and white sign at the far end of the car park from the hall. The HIRER should try to account for everyone who was present at the function. Re-entering the building to search for missing persons could be very dangerous.

Immediate neighbours of the hall must be warned of the fire, however slight.

16 Dangerous Performances

Performances involving danger to be public shall not be given.

17 Explosives and Flammable Substances

- Highly flammable substances shall not be brought into or used in any portion of the PREMISES.
- No internal decoration of the PREMISES with items of a combustible nature (e.g., polystyrene, cotton wool) is permitted without the consent of the BOOKING SECRETARY.

18 Heating and cooking

No unauthorised heating appliances shall be used on the PREMISES when open to the public without the consent of the VILLAGE HALL. No portable Liquefied Propane Gas (LPG) appliances of any kind shall be used under any circumstances.

19 Lighting & Electrical

No unauthorised lighting, including candles or other lights using naked flames, shall be used. During the hours of darkness, the building must be vacated if the lighting fails and is not restored within 15 minutes. It is absolutely forbidden for the HIRER to remove covers from the hall's electrical equipment or plug tops, or interfere in any way with the electrical installation other than to put main switches to OFF in an emergency.

20 Alterations and additions to PREMISES

No alterations, additions or fixtures and fittings may be made or installed on the PREMISES without prior written agreement with the BOOKING SECRETARY.

21 Cancellation by the HIRER

For HIRERS of the hall with regular booking commitments and prepayment of hire fees, the BOOKING SECRETARY will advise the HIRER of the arrangements for refunds, in the event of cancellation, and the notification will be deemed to form part of the SCH.

For other HIRERS, the VILLAGE HALL policy on refunds is as follows:

- a. If the booking is cancelled, the deposit will not be refunded. On consultation with the BOOKING SECRETARY, it may be possible to transfer the deposit to another date if the booking is to be postponed.
- b. In the event of cancellation occurring less than 21 days but not less than 7 days before the booked date, the HIRER's liability will be for 50% of the remaining hiring fee as set out in the HIRING AGREEMENT. Any excess amount paid, following retention of the deposit, will be refunded, as will the condition fee.
- c. If the booking is cancelled 7 days or less before the booked date, no refund is due, other than the condition fee.

22 Cancellation by the VILLAGE HALL

The VILLAGE HALL reserves the right to cancel this hiring at any time if:

- (a) The PREMISES are required for use as a Polling Station for a Parliamentary or Local Government election or by-election.
- (b) The PREMISES or any part thereof become unfit for the use for which it has been hired.
- (c) The VILLAGE HALL reasonably consider that the hiring will lead to a breach of any of the conditions or that unlawful or unsuitable activities will take place at the PREMISES as a result of this hiring.
- (d) The PREMISES are required for emergency use as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.

Following such cancellation, the HIRER shall be entitled to reimbursement of any deposit which has been paid under the agreement. The VILLAGE HALL shall not be liable to the HIRER for any resulting direct or indirect loss or damage whatsoever.

23 Noise

The HIRER shall ensure that the minimum of noise is made on arrival during the hiring and on departure. The HIRER shall also take note of the conditions applicable to the HIRER in the *Premises Licence - Summary*, a copy of which is posted on the noticeboard or may be obtained from the BOOKING SECRETARY. In particular, the HIRER should note that the PREMISES entertainment licence ends at midnight, except on Sundays when it ends at 10.30 pm. The Hall is fitted with a sound monitor and the HIRER must comply with the instructions attached thereto.

24 Additional Security Conditions

- (a) In advance of the use of the PREMISES, the HIRER shall:
 - Decide upon the action to be taken in event of fire. This includes calling the fire brigade and evacuating the hall.
 - Identify the location and use of fire equipment.
 - Identify the escape routes and the need to keep them clear, check that fire escape doors open easily -The attached plan shows the location of fire exits, the intended escape routes and fire extinguishers. It should be carefully studied by the HIRER and, depending on the nature of the event, also by stewards and other helpers.
 - Ensure that less mobile persons are seated away from the immediate vicinity of exit routes so that, in the event of an emergency, the risk to them and others making a rapid escape is minimised.
 - Identify the method of operation of escape door fastenings.
 - Appreciate the importance of any fire doors and of closing all fire doors at the time of a fire and when leaving the building.
- (b) During the use of the PREMISES, the HIRER shall:
 - Ensure that adequate accessways around tables and chairs and other furniture are maintained to ease escape.
 - That all escape routes remain free of obstruction and can be safely used.
 - That any fire doors are not wedged open.
 - That there are no obvious fire hazards on the PREMISES.

- In the hours of darkness switch on lighting in the corridors and toilets and other rooms as required. Check that illuminated exit signs in all areas of use are on.
 - Ensure that no children 12 years and under are allowed on the stage unsupervised.
- (c) At the end of use of the PREMISES, the HIRER shall check that:
- There is no risk of fire from cigarette ends or appliances left switched on.
 - All taps at sinks and water heaters are turned off.
 - All windows and external doors are secure.
 - The owners of any vehicles left in the car park are aware that the car park may be locked overnight, and vehicles must be recovered the following morning by arrangement with the BOOKING SECRETARY.

25 Rubbish Clearance

The HIRER is responsible for proper removal and disposal of all rubbish arising from their hire. A waste bin is provided in the car park.

26 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. The HIRER may be charged a further hiring fee if the PREMISES are not vacated at the end of the time set out in the PERIOD OF HIRE.

For bookings through to midnight, the VILLAGE HALL allows a half hour for cleaning and clearing, with a hiring fee payable at the standard hiring rate. If the PREMISES are not properly vacated by that time, a further hiring fee is payable at the rate of £40 per hour or part thereof.

Equipment and other property may only be stored on the PREMISES by prior agreement with the BOOKING SECRETARY and will remain at the risk of the HIRER.

27 Personal Data

The VILLAGE HALL uses personal data for the purposes of managing the hall, its bookings and finances. The HIRER will permit the VILLAGE HALL to hold information about them for these purposes. Data may be retained for up to 7 years for accounts purposes and for longer where required for insurance or by H M Revenue & Customs.

28 No Rights

This agreement constitutes permission only to use the PREMISES and confers no tenancy or other right of occupation.

October 2023