

CONDITIONS OF HIRE - 2019

These standard conditions must be made available to all hirers either in hard or electronic copy or should be made available for all on the Village Hall notice board. If the Hirer is in any doubt as to the meaning of any of the conditions, the Hall Bookings Manager or a committee member should be consulted.

1. Definitions

“The hall” means any hired part of Clungunford Village Hall, including the main hall, stage, kitchen, bar lounge, East room, entrances, toilets and car park

2. Hiring

All applications for hire of the hall should be made through the website: www.clungunford.com or telephone Madelene on 01588 660847.

The hall can be hired in its entirety or as a part (main hall/east room/lounge, plus kitchen if required and available). The cost of lighting and heating is included in the hire cost.

If the hall is hired by more than one user at the same time this will be made clear at the time of booking and hirers will need to be sensitive to the needs of other users regarding the use of common areas e.g. toilets, entrances etc.

A deposit and hire payment will be required to confirm the booking. See booking form for information regarding charges. Booking is considered confirmed upon receipt of completed booking form, payment of deposit and fee, and acceptance of the booking by the Booking Manager.

3. Supervision

The Hirer, not being a person under 25 years of age, during the period of the hiring, shall be responsible for: the supervision of the premises, the fabric and the contents: their care, safety from damage, however slight or change of any sort; and the stewarding of behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking to avoid obstruction. As directed by the Hall Manager, the Hirer shall make good or pay for all damage (including accidental damage), failure to leave the hall in a clean and tidy manner, call out charge for setting off the fire alarm, damage to the premises, or to the fixtures, fitting or contents and for the loss of contents.

4. Use of premises

The Hirer must ensure that no act is committed on the premises which may infringe current legislation relating to public order, race relations, prohibited drugs or liquor licensing legislation where applicable. Legislation under S71 Race Relations Act 1976 requires that no act is done on the premises, which compromises the Village Hall Committee and its obligations with respect to relations between persons of different racial groups.

In event that the Hirer contravenes any of the legislation mentioned above, the Village Hall Committee reserves the right to forfeit all monies paid by the Hirer and to discontinue the hire if still ongoing and to enforce or assist any law enforcement agent to enforce the legislation and to refuse any future requests for hire of the premises from the Hirer.

The seating provided on the premises may be augmented by the Hirer at their cost. Seating and other furniture must be arranged in a way so as to ensure that corridors and emergency exits are free from obstruction.

The hirer shall not use the premises for any purpose other than that described in the Hiring Agreement and shall not sub-hire under any circumstances.

A maximum of 150 persons can be accommodated in the Main Hall, 75 in the East Room and 50 in the Lounge.

5. 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 arising out of the use of the premises by the hirer.

(ii) all claims, losses, damages and costs made against or incurred by the Village Hall Committee, their employees, volunteers, agents or invitees in respect of damage or loss of property including consequent loss of use or injury to persons arising out 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 Village Hall Committee, their employees, their volunteers, their agents or their 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 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 village Hall Manager.

(iv) The cost of any additional cleaning that is carried out by Village Hall representatives due to the premises not being left in a satisfactory condition. The minimum charge for additional cleaning will be £20

(v) Keys must be returned to the Hall Manager within 24 hours of the completion of the hire. There will be an additional charge of £20 for any keys that are lost or not returned within the required time.

6. Gaming, betting and lotteries

The premises cannot be used for the purpose of betting or gaming unless authorised under the Gaming Act 1968 and/or The Lotteries and Amusements Act 1976.

7. Matters Relating to Statutory Requirements

The premises can only be used for the following purposes after the Hirer has ensured that a licence exists or, in the absence of a licence, the Hirer has taken steps to obtain the appropriate licence for showing films, public dancing or singing, playing music or other public entertainment, the public performance of plays or the sale of alcohol, all of which require the grant of a licence under the following Acts:

a. The Licensing Act 2003

b. The Cinemas Act 1985

c. The Theatres Act 1968

d. The Public Health Act Amendment Act 1890

e. The Gaming Act 1968 and The Lotteries and Amusements Act 1976

The Hirer must familiarise themselves with the appropriate legislation covering the use of the premises and will where a particular licence is obtained produce a copy of the Village Hall Committee, prior to the start of the hire period. The grant of permission to use the premises for a function licensed under the preceding legislation requires the Hirer to comply fully with the conditions of the licence.

8. Music Copyright licensing

The hirer shall ensure that the Village Hall holds relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, the hirer holds a licence.

The Hirer is responsible for ensuring that any activity on the premises during the period of hire does not infringe existing copyright or performing rights. The Hirer hereby indemnifies the Village Hall Committee against any claim which may arise from infringements against copyright or performing rights.

9. Film

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.

10. Childcare Act 2006

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable groups Act 2006 and only fit and proper persons who have passed the appropriate Criminal Records Bureau 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 Committee with a copy of their DBS check and Child Protection Policy on request.

Where there is provided in any building an entertainment for children or an entertainment at which the majority of the persons attending are children, it shall be the duty of the Hirer to ensure that a sufficient number of adults are present. The Hirer is also responsible for the prevention of more children or other persons being admitted to the premises than the building or part of the building can accommodate. In addition, the Hirer is also responsible for the control of the movement of the children or persons admitted while entering and leaving the building and to take all reasonable precautions for the safety of children.

The hirer shall familiarise themselves with the Hall's policy on Safeguarding Children and Vulnerable Adults which may be viewed on Clungunford.com.

11. 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, and the hall's Fire Risk Assessment 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 health and safety policy to be viewed on Clungunford.com

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

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

- 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.
- Location of the first aid box.

(b) In advance of any activity whether regulated entertainment or not 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 vehicles are not parked at the front of the hall obstructing the fire escapes so that they can be safely used for instant free public exit.
- That any fire doors are not wedged open.
- That exit signs are illuminated.
- That there are no obvious fire hazards on the premises.
- That emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

12. 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. Windows and doors should be closed after 10.00 pm to prevent a noise nuisance to neighbouring properties.

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. No illegal drugs may be brought onto the premises. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. 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 in accordance with the Licensing Act 2003.

14. 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.

Food waste should be taken away by the hirer and not left at the premises or disposed of in any of the waste or recycling bins provided in the hall.

Children under 16 years of age should not be allowed in the kitchen.

The Hirer shall ensure that all caterers, contractors and others supplying or serving refreshments or providing decorations comply with the legislation covering food hygiene, health safety and welfare.

The hirer shall make themselves aware of the location of all fire exits and fire extinguishers and assume responsibility for fire safety during the booking.

15. 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.

16. 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. Hirers storing property at the village hall should make their own insurance arrangements. 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, 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 Village Hall Committee 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.

17. Smoking

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 there under. Any person who breaches this provision shall be asked to leave the premises. The Hirer shall ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire. This also applies to the use of E-Cigarettes.

18. Accidents and dangerous occurrences

Any failure of equipment belonging to the Village Hall or brought in by the Hirer must also be reported as soon as possible. The Hirer must report all accidents involving injury to the public to a member of the Village Hall Committee as soon as possible and complete the relevant section in the village hall's accident book which is kept in the kitchen. Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. The Village Hall Manager will give assistance in completing this form and can provide contact details.

The Village Hall Committee will not be liable for any injury (including any that results in a fatality), or damage to or loss of property whatsoever which shall have been sustained or occur to the Hirer, his assistants, servants or agents or others entering the Hall or while on the premises when in the exercise or purported exercise of the hiring. This excludes such occasion when such injury, damage or loss occurs through the negligence of the Village Hall Committee, its servants or agents when acting within the scope of their authority.

19. 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 Village Hall Committee. No decorations are to be put up near light fittings or heaters.
- C. No candles, indoor fireworks or Pyrotechnics of any description are to be used in any of the halls.

Use of these items will cause the smoke alarm to engage which could result in a call out fee of £20 being applied.

20. 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 Committee. Portable Liquefied Propane Gas (LPG) heating appliances **shall not be used**.

21. 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.

22. 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 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.

23. 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.

24. 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 any occurrence or circumstance beyond the control of the Village Hall.

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.

Hirers will be allowed to cancel or postpone a booking on condition that if cancelled with more than 28 days' notice, half the fee is payable and if cancelled with under 28 days' notice, the full fee is payable.

The right is reserved by the Village Hall Committee to refuse a hiring without providing a reason.

25. 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.

Mops, brooms and cleaning materials are located in the cupboard near the toilets.

The Hirer will make good any wilful or avoidable damage to the property of the Village Hall which can be attributed to the Hirer's use of the premises. In the event of such damage the Village Hall Management Committee may make it good and claim reparation from the Hirer.

Furniture and fittings belonging to the Village Hall Committee will only be moved with the permission of the Village Hall Manager and must be reinstated at the end of the hire period. Regular Hirer's equipment is to be either removed from the premises or placed in the agreed storage facilities at the end of the hire period.

The premises must be vacated at the time approved in the terms of hire. Failure to vacate at the agreed time will incur additional charges.

26. 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 Manager. 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 Village Hall any damage caused to the premises by such removal.

No preparation may be used on the floor. Footwear likely to cause damage to the floor surface must not be worn.

Protection of surfaces Hazard tape, French chalk or any similar substance which might affect the finish of the floor surface must not be used. Sellotape and blutack must not be affixed to the walls.

All cables running along floors must be protected – BUT NOT BY TAPE

27. No rights

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