

## Standard Conditions Of Hire

These standard conditions apply to all hiring of Whitbourne Village Hall. If the Hirer is in any doubt as to the meaning of the following, the Hall Secretary or Booking Clerk should immediately be consulted. "The Committee" refers to Whitbourne Village Hall Management Committee and the Village Hall refers to Whitbourne Village Hall throughout these documents.

1. **Age**  
The Hirer will be over 18 years of age.
2. **Supervision**  
The Hirer shall, during the period of the hiring, be responsible for the actions of all persons using the Village Hall, whatever their capacity. The Hirer, or their representative, should be on the premises at all times during the period of hire.
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.
4. **Stewards**  
The Hirer is responsible for providing visibly identifiable stewards to assist in the control of the event. A minimum of 3 stewards must be appointed for all events and this must be increased to 4 if the maximum attendance of 150 people is reached.
5. **Use of Car Park**  
The Hirer is responsible for the proper supervision of car parking arrangements so as to avoid obstruction of the public highway and to ensure the orderly exit of people leaving the event. All vehicles using the car park do so at their owner's risk.
6. **Licensable activities**  
It is the Hirer's responsibility to ensure that either they, or the Village Hall, hold the relevant licence for the activities conducted during the hire.
7. **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 Village 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.
  - (a) The Hirer acknowledges that they have received instruction in the following matters:
    - i) The action to be taken in event of fire, including evacuation of the Village Hall. This includes calling the Fire Brigade to attend any outbreak of fire however small. Details of any fire should be given to the secretary of the Hall's management committee.
    - (ii) The location and use of fire equipment.
    - iii) Escape routes and the need to keep them clear.
    - (iv) Method of operation of escape door fastenings.
    - (v) Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
  - (b) In advance of the event the Hirer shall check the following items:
    - i) That all fire exits are unlocked and panic bolts in good working order.
    - (ii) That all escape routes are free of obstruction and can be safely used for immediate public exit.
    - (iii) That any fire doors are not wedged open.
    - (iv) That exit signs are illuminated.
    - (v) That there are no obvious fire hazards on the premises.
8. **Health and hygiene**  
The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.
9. **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.
10. **Insurance and indemnity**  
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 or the contents of the premises
  - (ii) all claims, losses, damages and costs made against or incurred by the Committee, 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 Committee, 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 the Hirer shall indemnify and keep indemnified accordingly each member of the Committee and the village hall's employees, volunteers, agents and invitees against such liabilities.

11. **Accidents and dangerous occurrences**

The Hirer must report all accidents involving injury to the public to a member of the Committee as soon as possible and complete the relevant section in the village hall's accident book. Any injury to any person which results in hospital treatment becoming necessary must be reported immediately to a member of the Committee so that the Licensing Authority can be informed within 24 hours of the injury occurring. 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.
12. **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. Smoke machines are prohibited as they will set off the smoke detectors.
  - (c) Lamps, burning paraffin or other mineral oils are prohibited. Any naked light shall be protected by efficient glass or wire globe.
13. **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.
14. **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.
15. **Cancellation**

If the Hirer wishes to cancel the booking before the date of the event and the Committee 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 Committee. The Committee 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 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.
16. **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. All appliances used during the hire must be returned to their original condition and location and switched off where necessary. All kitchen utensils which have been used must be properly cleaned and put away. All rubbish must be removed from the premises otherwise the Committee shall be at liberty to make an additional charge.
17. **Noise**

The Hirer shall ensure that noise levels are reasonable at all times as regards the neighbouring properties, 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. Any infringement will result in the retention of the deposit.
18. **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.
19. **No alterations**

No alterations or additions may be made to the premises nor may any fixtures be installed.
20. **No rights**

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer. None of the provisions of any agreement are intended to, or will operate to, confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a party which is not named in any agreement.