

FOLKSWORTH VILLAGE HALL

Hiring Agreement

Folksworth, Washingley and Morborne Village Hall Management Committee

Registered Charity Number: 270663

Standard Terms and 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 Village Hall Committee should immediately be consulted: hire.villagehall@gmail.com

1. Supervision:

The HIRER, being of 18 years of age or over, 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 Booking Clerk, 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.

There shall, in addition to the HIRER, be a minimum of 2 competent attendants on duty at all times on the premises to assist people entering and leaving, none of whom shall be less than 18 years of age. 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.

No alcohol is to be consumed by Under 18's. Should alcohol be found on the premises at an underage party the Police will be notified that Underage drinking is taking place.

The total number of people anywhere on the premises shall not exceed 125 or 80 seated

2. Use of Premises – Licensing Act 2003

Folksworth, Washingley and Morborne Village Hall have a Premises Licence with Huntingdonshire District Council No: HDC/PRE00310, which permits licensable activities. 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 on to 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. Dangerous and Unsuitable Performances – involving danger to the public or of a sexually explicit nature shall not be given.

No special effects equipment such as lasers, holographs, smoke capsules shall be used in the premises under the terms of the licence, unless approved by the Council and, in the case of equipment using a heat source to produce effects, the County Fire Officer and see (6) below.

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. Alcohol

If an alcohol licence is required the HIRER is responsible and an appropriate TENS Notice from Huntingdonshire District Council for the Sale of Alcohol should be sourced and purchased by the HIRER. <http://www.huntingdonshire.gov.uk/licensing/alcohol-entertainment-and-late-night-refreshment/temporary-event-notices/>. This licence should be available on the day and time of alcohol sale and consumption. Please see (5) below.

5. Live music, performances, recorded music and film

The Village Hall holds its own Performing Rights Society Licence for its own use however HIRERS should ensure that they hold the relevant licence as necessary.

6. Broadband/Wifi use

The Village Hall has a Wifi use policy, please refer to this as by booking the hall, the user agrees to comply with and to be legally bound by the terms of this Policy. If this Policy or any terms of the Service are unacceptable or become unacceptable to the user, the user's only right shall be to terminate his or her use of the Service.

7. Public Safety Compliance

IT IS ILLEGAL TO SMOKE ANYWHERE ON THE PREMISES AND THE USE OF E-CIGARETTES IS NOT PERMITTED.

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. 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
- The location of Fire Assembly Points
- Escape routes and the need to keep them clear
- Method of operation of escape doors – push panic bars
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire

In advance of any group activity, entertainment or play the HIRER shall check the following items:

- That all fire exits are unlocked and panic bars 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 and illuminated exits are not covered-up at any time
- That there is no obvious fire hazard on the premises

8. 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 signs and routes are operated by an automatic mains failure-switching device. Torches are available for emergency use. They are kept in the bottom Meter Cupboard in the hall.

9. Health and Hygiene

If the HIRER is preparing, serving or selling food, they should observe all relevant food health and hygiene legislation and regulations. In particular high-risk foods, dairy products, fish and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. There is a refrigerator although temperature is not guaranteed and should be checked.

Allergen Identification - The HIRER, if serving, or **causing** to be served, high-risk foods shall ensure that allergen information, according to the Food Information Regulations, is made available to purchasers.

10. Recycling and Waste Management

In accordance with Huntingdonshire District Council. There is a grey wheelie bin for small amounts of rubbish, which must be bagged up. The blue wheelie bin is for dry recycling - Do not bag. **All party rubbish must be taken home.**

11. Electrical Appliance Safety: All electrical equipment hired/entering the premises **MUST BE PAT TESTED** and no temporary electrical installation shall be wired as to obstruct any exit or passageway or walkway provided for means of escape or routed or positioned as to present a tripping hazard. The HIRER should not connect any outside electrical appliance to the Village Hall circuits.

12. Indemnity

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.

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 Management committee. Failure to produce such policy and evidence of cover will render the hiring void and enable the Booking Clerk to rehire the premises to another HIRER.

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

13. Accidents and Dangerous Occurrences – Health and Safety

- The HIRER must report all accidents involving injury to the public to Village Hall Committee **as soon as possible** and complete the relevant section in the Village Hall's accident book, which is kept in the bottom Boxed meter cupboard in the main hall for main hall hirers and another book can be found in the bottom cupboard next to the first aid kit in the community room.
- The First Aid Box is kept in the bottom Boxed Meter cupboard in the main hall and another can be found in the bottom cupboard of the community room kitchenette. Both are clearly labelled.
- The Health & Safety & Environmental Policy is displayed on the Notice Board
- Any failure of equipment belonging to the Village Hall or brought in by the HIRER must be reported **as soon as possible**
- No glasses are to be taken onto the all-weather surface.

14. Bouncy Castles and similar inflatables – The Village Hall Insurance Policy precludes insurance cover for Bouncy Castles and inflatables; therefore, they can only be used in the hall if you provide your own insurance and an Indemnity Disclaimer is completed. Suppliers of bouncy castles should have their own Public Liability insurance but this only covers their equipment and liability, it does not cover the hirer or those using the equipment. Due to health and safety the maximum height for a bouncy castle in the hall is 220cm.

15. Explosives Flammable Substances and Decoration:

The HIRER shall ensure that:

- (a) Highly flammable substances are not brought into, or used in any part of the premises OR naked flames 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.

The use of Silly String/Foam or Party wall stickers is forbidden on Hall premises. If used the HIRER will be charged for the cleaning of the Hall on top of the hall charge.

16. Heating:

The HIRER shall ensure that no unauthorised heating or cooking appliances shall be used on the premises. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

17. 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. The **HIRER** will be responsible for any bad behaviour of any persons using the premises whatever their capacity.

18. Animals:

The Hirer shall ensure that no animals (including birds) except guide/deaf 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.

19. Child Protection and Vulnerable Persons:

The HIRER shall provide the Village Hall committee with a copy of their Child Protection Policy and their Protection of Children from Sexual Exploitation Policy on request. The Village Hall has its own policy and HIRERS should adhere to this policy. It is kept in the hall.

20. 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.

21. 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.

22. 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) A public 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.

23. End of Hire:

At the end of the hiring, the **HIRER** shall be responsible for leaving the premises and surrounds, in a **clean and tidy condition**. The Hall shall be properly locked and secured. Any contents temporarily removed from their usual positions properly replaced. **ALL RUBBISH TO BE TAKEN HOME**. Turn down heating; turn off lighting and electrical equipment otherwise the Committee shall be at liberty to make an additional charge.

24. Environmental Health - Noise:

If amplified music is to be played the **HIRER** must inform the booking clerk at the time of booking. Power to music equipment **MUST** be fed via the noise-limiting socket. The HIRER shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. Car doors banging and loud talk in the car park are disturbing to local residents. The **HIRER** and guests should confine themselves to the Hall during functions and refrain from gathering in the Car Park or outside the Hall.

25. 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 any of the following circumstances:

- In respect of stored equipment, failure by the HIRER either to pay any storage charges due and payable or to remove the same within 7 days after the agreed storage period has ended
- In respect of any other property brought on to the premises for the purposes of the hiring, failure by the HIRER to remove the same within 7 days after the hiring 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.

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 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.

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.