

# **Woolley Village Hall**

## **Standard Conditions of Hire**

If you are in any doubt as to the meaning of any of the Conditions, please seek clarification from us without delay.

### **1. Age**

The Hirer, not being a person under 18 years of age, hereby accept responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all Standard Conditions under this Agreement relating to management and supervision of the premises are met.

### **2. Supervision**

During the period of the hiring, you are responsible for:

- (i) supervision of the premises, the fabric and the contents;
- (ii) care of the premises, safety from damage however slight or change of any sort; and
- (iii) 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 us, you must 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.

### **3. Use of premises**

The Hirer should not sub-hire or use the premises or allow the premises to be used for any unlawful or unsuitable purpose or in any unlawful way nor do anything or bring on to the premises anything which might endanger the premises or render invalid any insurance policies covering the premises.

### **4. 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
- (b) all claims, losses, damages and costs made against or incurred by us, our employees, 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) any liability arising from the use of inflatables eg Bouncy Castle or fireworks used on the premises

We are insured against any claims arising out of our own negligence.

### **5. Gaming, betting and lotteries**

The Hirer should ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

### **6. Music Copyright licensing**

The Hirer should ensure that we hold relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, you must hold such licence(s).

### **7. Music**

This Agreement confers permission for the performance of live music and the playing of recorded music under the Deregulation Act 2015.

## **8. Film**

This Agreement confers the required permission to watch film under the Deregulation Act 2015. The Hirer should restrict children from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. The Hirer should ensure that they have the appropriate copyright licences for film.

## **9. Safeguarding children, young people and vulnerable adults**

The Hirer should 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.

## **10. Public safety compliance**

The hirer or organiser of the event are responsible for the safety of everybody at the event and it is advisable to complete a risk assessment for your event. This will help ensure it runs as smoothly and as safely as possible.

The Hirer should comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and our 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. You should also comply with our health and safety policy.

You must call the Fire Service to any outbreak of fire, however slight, and give details to our Hall Secretary.

(i) You acknowledge that you 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.

(ii) In advance of any activity whether regulated entertainment or not you must check the following items:

- That all fire exits are unlocked and panic bolts are in good working order.
- That all escape routes are free of obstruction and 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 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.

## **11. Noise**

The Hirer should ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. You must, 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.

## **12. Drunk and disorderly behaviour and supply of illegal drugs**

The Hirer should ensure that in order to avoid disturbing neighbours of the hall and avoid violent or criminal behaviour:

- (i) no one attending the event consumes excessive amounts of alcohol
- (ii) no illegal drugs are brought onto the premises.

Drunk and disorderly behaviour is not permitted either on the premises or in its immediate vicinity. We will ask any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way to leave the premises in accordance with the Licensing Act 2003.

### **13. Food, health and hygiene**

The Hirer must, if preparing or serving 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.

### **14. Electrical appliance safety**

The Hirer should ensure that any electrical appliances brought by you to the premises and used there are 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 you must make use of it in the interests of public safety.

### **15. Stored equipment**

Any item inadvertently left behind after an event will be disposed of if not collected within 14 days.

### **16. Smoking**

The Hirer must comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. We will ask any person who breaches this provision to leave the premises. You must ensure that anyone wishing to smoke does so outside the boundary walls of the Village Hall and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

### **17. Accidents and dangerous occurrences**

The Hirer should report to us as soon as possible any failure of our equipment or equipment brought in by you. You must report all accidents involving injury to the public to us as soon as possible and complete the relevant section in our accident book.

The Hirer should also ensure all spillages are quickly cleared up using the equipment provided.

### **18. Explosives and flammable substances**

You must ensure that:

- (i) Highly flammable substances are not brought into, or used in any part of the premises.
- (ii) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are erected without our consent.

### **19. Heating**

The Hirer should ensure that no unauthorised heating appliances are used on the premises.

### **20. Animals**

The Hirer should ensure that Guide dogs, Hearing dogs and assistance dog owners are allowed on the premises.

### **21. Sale of goods**

The Hirer should obtain our approval before selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, you must ensure that the total prices of all goods and services are prominently displayed, as must be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

### **22. WIFI Services**

The Village Hall does not have WIFI services.

### **23. Cancellation**

Cancellation within 14 days of the booking will incur a £10 cancellation charge.

We reserve the right to cancel this Agreement by giving you written notice in the event of:

- (i) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;
- (ii) our reasonably considering that (a) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (b) unlawful or unsuitable activities will take place at the premises as a result of this hiring;
- (ii) the premises becoming unfit for your intended use;
- (iii) 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 you will be entitled to a refund of any money already paid, but we will not be liable to you for any resulting direct or indirect loss or damages whatsoever.

#### **24. End of hire**

The Hirer is responsible for leaving the premises and surrounding area in a clean and tidy condition, securing doors and windows and any contents temporarily removed from their usual positions properly replaced, otherwise we may make an additional charge. Cleaning materials are available in the store room adjacent to the toilets.

#### **25. No alterations**

The Hirer should not make any alterations or additions to any part of the premises. Any decorations to the premises, related to the hiring event, must be removed at the end of the hiring and any damage caused must be made good by the hirer.

#### **26. No rights**

This Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on you.

**January 2019**