

# TINGEWICK VILLAGE HALL

## Standard 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 Hall Secretary or Lettings Officer should immediately be consulted.

### 1. Capacity and Supervision

There shall, in addition to the Hirer, be a minimum of one competent attendant on duty on the premises to assist people entering and leaving, who shall not be less than 18 years of age. If the audience is mostly under 16, the number of attendants shall be not less than two. 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.

The number of people on the premises shall not exceed 150.

The number of attendants on duty must be as specified in the Village Hall's Premises Licence (and not less than):

- two adult attendants for up to 100 persons
- three adult attendants for 100-150 persons

Additional attendants are required if the audience is mostly under 16, or if there are many disabled people present.

The Hirer shall, during the period of hiring, be responsible for:

- supervision of the premises, the fabric and the contents
- their care and safety from damage, however slight
- the behaviour of all persons using the premises whatever their capacity
- proper supervision of car parking arrangements so as to avoid obstruction of the highway.

As directed by the Hall Secretary, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or the fixtures, fittings or contents and for loss of contents.

### 2. Use of Premises

The Hirer shall not use the premises for any purpose other than that described in the Hiring Agreement.

The Hirer shall not sub-hire the premises.

The Hirer shall not use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way.

The Hirer shall not do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof.

The Hirer shall not allow the consumption of alcohol on the premises without written permission.

### **3. Gaming, Betting and Lotteries**

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

### **4. Licences**

The Hirer shall ensure that the Village Hall holds a Performing Rights Society and Phonographic Performance Licence which permits the use of copyright music in any form e.g. record, compact disc, tapes, radio or by performers in person. These are provided for non-profit making organisations. Commercial operations must provide their own licences.

The sale of alcohol at an event in the hall has to be licensed. A licence can be obtained:

- by application to the Tingewick Village Hall Management Committee and the Designated Premises Supervisor (DPS) via **FORM B**
- by application Directly to AVDC for a Temporary Event Notice
- by using an external establishment, such as any Public House, to run the bar for the Hirer, as long as said establishment provides individual/s entitled to act as DPS for the event.

In the latter two cases the Hirer may be required to show confirmation of the licence application.

If television programmes are shown in The Village Hall, The Hirer will be required to provide a temporary TV Licence for that event.

If other licences are required in respect of any activity in the Village Hall the Hirer should ensure that they hold the relevant licence or the Village Hall holds such a licence.

### **5. Public Safety Compliance**

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, the 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.

(a) The Hirer acknowledges that they have received instructions on the following matters:

- The action to be taken in the event of fire. This includes calling the Fire Brigade and evacuating the hall

- The location and use of fire equipment
- 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.

(b) In advance of an entertainment or play the Hirer shall 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
- That any fire doors are not wedged open
- That exit signs are visible
- That there are no obvious fire hazards on the premises.

## 6. Means of Escape

(a) All means of exit from the premises must be kept free from obstruction and be immediately available for instant free public exit.

(b) The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

## 7. Outbreaks of Fire

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Hall Secretary.

## 8. 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 *not* provided with a refrigerator or thermometer.

## 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. Where a residual circuit breaker is provided the Hirer **must** make use of it in the interests of public safety.

## 10. Indemnity

(a) 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:

- the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises

- 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
- 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.

(b) 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 Hall Secretary. Failure to produce such a policy and evidence of cover will render the hiring void and enable the Hall Secretary to rehire the premises to another hirer.

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

## **11. Accidents and Dangerous Occurrences**

The Hirer must report all accidents involving injury to the public to a member of the Village Hall management committee **as soon as possible** and complete the relevant section of the Village Hall's accident book. 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. The Hall Secretary will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

## **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
- (b) No internal decoration 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 the light fittings or heaters.

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

## **14. 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.

## **15. 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 Management Committee. No animals whatsoever are to enter the kitchen at any time.

## **16. Compliance with the Children Act 1989**

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons who have passed the appropriate Disclosure & Barring Service checks have access to the children (checks may also apply when children over eight and vulnerable adults are taking part in activities). The Hirer shall provide the Village Hall committee with a copy of their Child Protection Policy on request.

## **17. 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 from the Local Authority.

## **18. 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. Further detail can be found in ACRE Village Hall Information Sheet 34.

## **19. Cancellation**

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 the 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 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 of damages whatsoever.

## **20. 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 licencing condition for the premises.

## **21. 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 namely:

- (a) 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
- (b) 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.

## **22. 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 any damage caused to the premises by such removal.

## **23. No Rights**

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

**Tingewick Village Hall Management Committee. October 2017**