



# TINGEWICK

— VILLAGE HALL —

## Standard Conditions of Hire

These conditions apply to all hiring of the Village Hall. If the Hirer is in any doubt as to the meaning of the following contact the Lettings Officer, Julie Hart on 07842 138012 or email her on [julie.hartzhouse@btinternet.com](mailto:julie.hartzhouse@btinternet.com).

### 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 not be less than two. All persons on duty shall have read and understood their responsibilities in the event of a fire or other emergencies, including attention to vulnerable persons, the location and use of the fire-fighting equipment available, how to call the emergency services 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.

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.

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 other 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 sale of alcohol on the premises without applying for the appropriate license from the Lettings Officer.

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

The Hirer shall ensure that nothing is done in the Hall which contravenes the law relating the gaming, betting, and lotteries.

### **4. Licences**

The Village Hall holds a Performing Rights Society and Phonographic Performance Licence which permits the use of copyright music in any form. These are provided for non-profit making organisations. Commercial operations must provide their own licences.

The sale of alcohol at an event must be licenced. A licence can be obtained:

- By application to the Lettings Officer
- By using an external establishment, such as any Public House, to run the bar for the Hirer.

In the latter case the Hirer must be able to show confirmation of the licence application.

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 already received instructions via the letting form on the following matters:

- The action to be taken in the event of fire. This includes calling the Fire Brigade, evacuating the Hall and contacting a member of the Village Hall Management Committee.
- 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. Health and Hygiene**

The Hirer, shall, if preparing, serving, or selling food, observe all the relevant food health and hygiene legislation and regulations. 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.

## **7. 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.

## **8. Indemnity**

The Hirer shall indemnify and keep each member of the Village Hall Management Committee and the Village Hall's employees, volunteers, agents and invitees against:

- The cost of any repair or 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.

## **9. 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, which is located by the first aid box in the kitchen. Any failure of equipment belonging to the 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 1995 (RIDDOR).

## **10. 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 Village Hall Management Committee. No decorations are to be put up near the light fittings or heaters.

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

## **12. Drunk and Disorderly Behaviour and Supply of Illegal Drugs**

The Hirer shall ensure that 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 not 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.

## **13. Animals**

The Hirer shall ensure that no animals and or birds, except assistance dogs are brought into the premises, other than those agreed to by the Village Hall Management Committee. No animals are to enter the kitchen at any time.

## **14. Safeguarding**

The responsibility for ensuring the safety of children or vulnerable adults while at the Hall rest with the individual or organisation hiring the Hall.

Any organisations or individuals hiring the Hall for the purposes of holding activities involving children or vulnerable adults are confirming by signing the terms and conditions of the booking that they understand and have appropriate safeguarding in place.

If the Hirer is an organisation they must ensure they have a Child Protection Policy, a copy of which can be provided on request.

## **15. Sale of Goods**

The Hirer shall, if selling goods on the premises, comply with the Fair-Trading Laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the 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.

## **16. Cancellation**

The Village Hall Management Committee reserves the right to cancel any 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 statutory requirements.
  - (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 monies already paid but the Hall shall not be liable to the Hirer for any resulting direct or indirect loss of damages whatsoever.

## **17. 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.

## **18. Stored Equipment**

The 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 day at the hire fee per hiring until the same is removed.

The 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.

### **19. 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 approval of the Lettings Officer.

### **20. No Rights**

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

**Tingewick Village Hall Management Committee**

**March 2023**