



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 Booking Clerk should immediately be consulted.

1. Age

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

2. Supervision

The Hirer 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. No children under 16 should be allowed unsupervised in the kitchen. As directed by the Hall Secretary, 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.

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 nor allow the consumption of alcohol thereon without written permission. No fire door may be propped open at any time, and if required to be open for a period of time must be supervised by the responsible person. If two separate groups are hiring the hall and the meeting room they may need to share the use of the kitchen.

4. 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.

5. Licensable activities

The Hirer shall ensure that the Village Hall holds a Performing Society Right Licence which permits the use of copyright music in any form, e.g. record, compact disc, tapes, radio, television or by performers in person. 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 it.

6. Public safety compliance

Under the new fire safety regulations (the "Regulatory Reform (Fire Safety) Order 2005") the fire service is no longer responsible for certifying buildings for fire safety.

Responsibility for fire safety in law now rests with the "Responsible Person", who is defined as "the person who has control of the premises" or "the owner". The Village Hall Committee is the "Responsible Person" in overall terms, and has carried out a Fire Risk Assessment and regularly tests the system as required by the Regulations.

However, as hirer you are also temporarily the "Responsible Person" for fire safety and have certain responsibilities in law. You could be prosecuted for failing to undertake these duties.

Your major responsibilities are ensuring that the danger of a fire starting during the period of your hire is minimised and that everyone using the Hall is able to evacuate quickly and safely in the event of a fire. You should therefore:

1. Make sure you are familiar with the layout of the Hall and where the emergency exits and call points are. A plan is given over the page.
2. Carry out the following checks at the start of your hire:
 - Can all emergency exits be opened immediately and easily?
 - Are fire doors clear of obstructions?
 - Are escape routes clear both inside and outside the building?
 - Is the alarm system indicator panel showing "normal"? See section 8 below for full details of fire control panel instructions.
 - Are emergency lights and exit signs in good condition and undamaged? Are they working correctly (there should be a little green light showing on each one)?
 - Are all fire extinguishers in place and clearly visible?
 - The kitchen is not a designated escape route and the external door does not have an emergency exit handle. The only people who might need to escape via the external kitchen door should be those using the kitchen and they should ensure that the door is unlocked or the key to hand at the start of the hire.
3. Keep all doors marked "Fire Door" closed. It is understood that occasionally it may be necessary to prop one open to allow loading or access by a lot of people in a short time, but please close it as soon as possible. Fire doors are vital in preventing the rapid spread of fire and allowing safe passage out of the building.
4. Make sure that there are no obvious fire hazards in or near the building (e.g. open fires, dangerous equipment, etc.).
5. Inform people using the Hall what to do in the event of a fire and where the emergency exits are.
6. In the event of a fire, or on hearing the alarm:
 - Evacuate the building. If you have elderly, disabled or children they may need special attention; if necessary it may be appropriate beforehand to designate "helpers" to assist with their evacuation. The safest and easiest route for anyone with mobility problems is via the front door although the rear route is passable if unavoidable.
 - Call 999 - the nearest public phone is outside the Village Stores.
 - Leave the building via the car park into Winbrook Fold and assemble at the end of Winbrook Fold in the open area. Make sure you can account for everyone who was in the Hall. With only a few people you may be able to do this by a simple "headcount", but normally you will need to physically check the building after everyone has evacuated, including the kitchen, meeting room and especially all the toilets. To avoid confusion in the event of a fire, it may be helpful to designate before the event someone to specifically do this.
 - Make sure there is one person to meet the fire service and report the situation to them.
 - Do not attempt to fight the fire unless it is small and you know what you are doing. At all times ensure the person fighting the fire is between the fire and an escape route - do not get into the position where the fire is between you and the means of escape.
Note that the fire alarm can be set off not only by someone pressing a manual call point in the Hall but also by any of the automatic smoke and heat detectors in the building.
7. On completion of your hire check for smouldering fires, that all appliances are turned off, that all internal doors are closed and that all windows and external doors are secured.
8. The instructions for the fire alarm control panel are as follows:
 - **NORMAL CONDITION:** The green MAINS ON light is lit. The keyswitch is at NORMAL

- **ALARM CONDITION:** The alarm sounders operate and the red FIRE lights flash. EVACUATE THE BUILDING
- **TO SILENCE ALARM SOUNDERS:** Turn the keyswitch to ARM CONTROLS and then press the SILENCE ALARM SOUNDERS button. The lights will go steady and the FAULT SOUNDER will sound. Do not press the RESET/RESOUND/TEST ZONE LAMPS button until you have identified the detector causing the alarm signal. When you have identified the detector causing the alarm signal press the RESET/RESOUND/TEST ZONE LAMPS to re-arm the system. Pressing the button when the alarm still exists will RESOUND the sounders.
- **FAULT CONDITION:** The FAULT SOUNDER sounds and a yellow fault light comes on. Identify the fault light, check that the MAINS ON light is on and call the engineer.
- To **SILENCE** the FAULT SOUNDER turn the keyswitch to ARM CONTROLS and press the SILENCE FAULT SOUNDER BUTTON. N.b. some fault conditions are not silenceable.
- Turning the keyswitch to ARM CONTROLS and pressing EVACUATE will always operate the alarm sounders.
- To **TEST** the fault sounder and the zone lamps turn the keyswitch to ARM CONTROLS and press the RESET/RESOUND/TEST ZONE LAMPS button.

7. 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 must be turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

8. Outbreaks of fire

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

9. 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 provided with a refrigerator; if you require use of this please indicate on the hiring form. The understage drawers in which the tables are kept are heavy, and only suitably fit people should attempt to pull or push them.

10. 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.

No performance lighting is to be left on and unattended at any time. At the end of a rehearsal or performance the designated responsible person must carry out a check to ensure that all performance lighting, and other lighting in the loft, is turned off and unplugged where appropriate.

11. Insurance and indemnity

(a) 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 including the curtilage thereof or the contents of the premises

- (ii) all claims, losses, damages and costs made against or incurred by the village hall management 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 village hall management 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 subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of the village hall management committee and the village hall's employees, volunteers, agents and invitees against such liabilities.
- (b) The village hall shall take out adequate insurance to insure the liabilities described in sub-clauses (a)(i) above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (a) (ii) and (iii) above. The village hall shall claim on its insurance for any liability of the Hirer hereunder but 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) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.
- (c) Where the village hall does not insure the liabilities described in sub-clauses (a)(ii) and (iii) above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the village hall secretary. Failure to produce such 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.

12. 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 in 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 Incident Contact Centre. 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). The Incident Contact Centre can be contacted in any of the following ways:

- Telephone: 0345 3009923
- Website: HSE website: www.hse.gov.uk
- Post: RIDDOR Reports, Health and Safety Executive, Redgrave Court, Merton Road, Bootle, Merseyside L20 7HS

13. 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.
- (c) No decorations are to be put up near light fittings or heaters.

14. 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.

15. 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.

16. 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. No animals whatsoever are to enter the kitchen at any time.

17. 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 and Barring Service checks and, from 2010, comply with ISA requirements have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Hirer shall provide the village hall management committee with a copy of their DBS check and Child Protection Policy on request.

18. 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.

19. 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.

20. Film shows

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film.

21. 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) 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.

22. 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 and any contents temporarily removed from their usual positions properly replaced, otherwise the village hall shall be at liberty to make an additional charge. We would also ask that, as far as possible, any recyclable waste be removed from the hall by hirers as the hall does not have a recycling collection.

23. 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.

24. 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, use its discretion in any of the following circumstances:

- (a) Failure by the Hirer either to pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended
- (b) Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in the village hall management committee disposing 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.

25. 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.

26. No rights

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

27. Dangerous and unsuitable performances

Performances involving danger to the public or of a sexually explicit nature shall not be given.

28. Smoking

The Hirer shall, and shall ensure that the Hirer's invitees, comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises.