

## CHURCHILL AND SARSDEN VILLAGE HALL, CHURCHILL STANDARD CONDITIONS OF HIRE

(If the Hirer is in any doubt as to the meaning of the following, the booking clerk should be consulted immediately).

For the purposes of these conditions, the term HIRER shall mean an individual hirer or, where the hirer is an organisation, the authorised representative.

- 1 THE **HIRER** will, 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. Payment for the hire shall be made at the time of the booking. Keys will be available on the day of the booking normally.
- 2 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 to do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof, nor all the consumption of alcoholic liquor thereon without written permission.
- 3 THE **HIRER** shall be responsible for obtaining such licences as may be needed, whether for the sale or supply of intoxicating liquor, from the Performing Rights Society, from Phonographic Performances Ltd or otherwise and for the observance of the same.
- 4 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 THE **HIRER** shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Local Magistrates' Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays. **The HIRER should note that the use of imitation "smoke" at parties is not permitted as this interferes with the proper operation of the smoke alarms. Smoke alarms must not be opened or disconnected. The use of polystyrene or cotton wool in decorations or props is not permitted.**
- 6 THE **HIRER** shall, if preparing, serving or selling food observe all relevant food and health and hygiene legislation and regulations.
- 7 THE **HIRER** shall ensure that any electrical appliances brought by him/her to the premises and used there shall be safe and in good working order, and used in a safe manner.
- 8 THE **HIRER** shall be familiar with the position of Fire equipment and emergency exits and acknowledge that he/she has received information concerning these. See diagram attached giving positions of fire equipment and exits.
- 9 THE **HIRER** shall indemnify the Committee for the cost of repair of any damage done to any part of the property including the curtilage thereof or the contents of the buildings, which may occur during the period of hiring.

THE **HIRER** shall be responsible for making arrangements to insure against any third party claims, which may lie against him or her (or the organisation if acting as a representative ) whilst using the Village Hall. (The Village Hall is insured against any claims arising out of its own negligence.

THE **HIRER** should not that the Village Hall insurances do not cover damage to, or loss of property belonging to The Hirer or Hall user and the Management Committee accepts no responsibility for such damage or loss whatsoever.

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- 10 THE **HIRER** must report all accidents and dangerous/potentially dangerous occurrences involving him/her, any member of his/her organisation or the general public to a member of the Management Committee as soon as possible. In addition he/she 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 Executive Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995.
- 11 THE **HIRER** shall ensure that any activities for children under eight years of age, comply with the provisions of The Children Act 1989 and that only fit and proper persons have access to the children.
- 12 THE **HIRER** shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the Hall, and shall indemnify the Committee accordingly against all action claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.
- 13 IF THE **HIRER** wishes to cancel the booking before the date of the event and the Committee 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 committee.
- 14 THE **COMMITTEE** reserves the right to cancel this hiring in the event of the Hall being required for use as a Polling station for a Parliamentary or local Government election or bye-election, in which case the Hirer shall be entitled to a refund of any monies already paid.
- 15 In the event of the Hall or any part thereof being rendered unfit for the use for which it has been hired; the Committee shall not be liable to the hirer for any resulting loss or damage whatsoever.
- 16 THE **COMMITTEE** reserves the right to refuse a booking without notice or to cancel this hiring agreement at any time either before or during the term of the agreement upon giving 7 days notice in writing to the hirer (not less than 28 days before the commencement of a new term in the case of the Playgroup).

THE **HIRER** shall be entitled upon such notice to reimbursement of such monies including the deposit (if applicable) or a proportion of the same as have been paid by the hirer to the Committee. The Committee shall not be liable to make any further payment to the hirer.

- 17 When THE **HIRER** has regular repeat session bookings (e.g. Playgroup) the hirer may leave property in situ overnight unless another hirer has booked an intervening session, in this event the first hirer may, with the consent of the second hirer, tidily store equipment on the stage area at the end of that day's session. In addition the Hall must be fully cleared at the end of each weeks bookings.
- 18 THE **HIRER** shall ensure that the minimum of noise is made on arrival and departure.
  - i) THE **HIRER** is responsible for ensuring that any music or other noise is kept to a low and responsible level and does not cause nuisance to nearby residences.
  - ii) THE **HIRER** is responsible for ensuring that all noise ceases completely by 2400 hrs.
  - iii) THE **HIRER** is also responsible for ensuring that no nuisance is caused in and around the hall and car park during the hiring and when leaving the site.
- 19 **OVERNIGHT SLEEPING LETTINGS.** Where this is permitted, all conditions apply. A list of people sleeping in the Hall should be given to the Booking Clerk in advance of the period of hire.

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- 20 At the end of the Hiring, the **HIRER** shall be responsible for leaving the premises and surrounds 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 Committee shall be at liberty to make an additional charge. **THE HIRER SHALL TAKE AWAY ALL HIS/HER OWN RUBBISH.** Keys shall be returned to the Booking Clerk as previously instructed.
- 21 THE **HIRER** should ensure that access to the private property at the rear of the Village Hall is kept clear at all times. The Exit door at the back of the Hall must also be kept clear of parked cars or other obstructions, as this is an Emergency Exit.
- 22 THE **HIRER** should note that the Village Hall is a **NON-SMOKING** area.
- 23 THE **HIRER** must ensure that not more than 70 people, adults or children, are admitted to any event, private or public, whether on payment or not. In addition not more than 7 supervisory staff or other assistance may be present in the canteen or otherwise.
- 24 **CAR PARKING:** Normally approximately 12 places are available in the car park adjacent to the Hall. However, these spaces cannot be guaranteed as persons using the Village Green, or others, may be parked there.

As Witness the hands of the parties hereto:

**Signed** by the person named in paragraph 2 of the Hiring Agreement on behalf of The Village Hall.

Date: ..... Signed: .....

**Signed** by the person names in paragraph 3 of the Hiring Agreement as or on behalf of the Hirer (where applicable).

Date: ..... Signed: .....