

CHURCHILL AND SARSDEN VILLAGE HALL

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 normally be available on the day of the booking.
2. THE **HIRER** shall not use the premises for any purpose other than that described in the Booking Form 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.
3. THE **HIRER** shall be responsible for obtaining such licences as may be needed, whether for the sale or supply of alcohol, or from the Performing Rights Society, from Phonographic Performances Ltd or otherwise and for the observance of the same.
- 4.1. 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.
- 4.2. 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.
- 5.1 The **HIRER** should note the following:
 - 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.
 - **Use of candles or other naked flames is not permitted.**
- 5.2. The **HIRER** is responsible for ensuring they are familiar with the following safety considerations and should convey the same to all persons using the Hall during the hire period:
 - 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.
 - Location of the first aid box.
 - A diagram showing the location of fire extinguishers, fire exits and assembly points is attached to this document and displayed in the lobby and on notice boards of the Hall and hirers should ensure they have studied this.
6. 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.

- 7.1. 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.
- 7.2. 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.)
- 7.3. THE **HIRER** should note 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.
8. 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. 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.
9. **Safeguarding children, young people, and adults at risk**
The **HIRER** must ensure that any activities for children, young people and adults at risk are only provided by fit and proper persons in accordance with the Children Act 1989 and 2004, the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, you must provide us with a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS). All reasonable steps must be taken to prevent harm, and to respond appropriately when harm does occur. Relevant concerns must be reported.
10. 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
11. 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.
12. 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.
13. 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.
14. 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. 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.
15. When THE **HIRER** has regular repeat session bookings 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 week's bookings.

16. THE **HIRER** shall ensure:

- the minimum of noise is made on arrival and departure.
- any music or other noise is kept to a low and responsible level and does not cause nuisance to nearby residences.
- all noise ceases completely by 2400 hrs.
- no nuisance is caused in and around the hall and car park during the hiring and when leaving the site.

17. **OVERNIGHT SLEEPING LETTINGS** are not allowed due to insurance conditions.

18. 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 FOR RECYCLING BUT DISPOSE OF GENERAL WASTE IN THE GREY BIN AT THE ENTRANCE TO THE HALL.** Keys shall be returned to the Booking Clerk as previously instructed.

19. 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.

20. THE **HIRER** should note that the Village Hall is a **NON-SMOKING** area.

21. 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 kitchen or elsewhere.

22. **CAR PARKING:** 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:

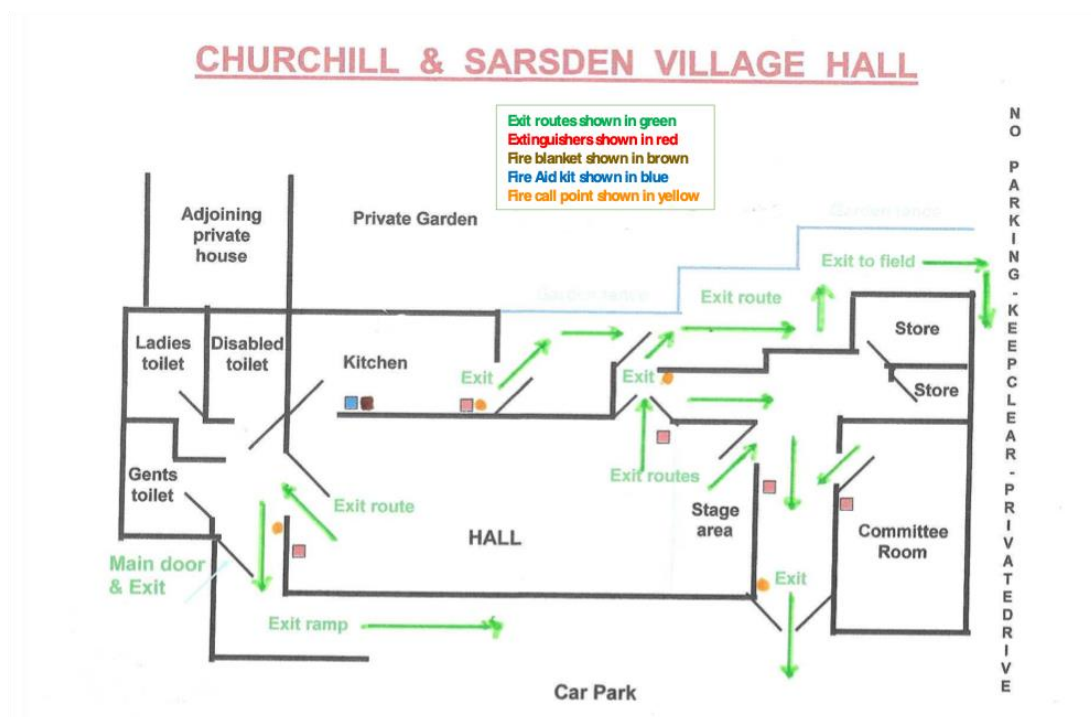
Signed on behalf of The Village Hall.

Date: . . . Signed: .

Signed by the Hirer named on the booking form or on behalf of the Hirer (where applicable).

Date: . . . Signed: .

APPENDIX: FIRE SAFETY



The alarm should be raised by activating a Fire Call Point adjacent to an emergency exit

The Hall should be evacuated immediately via one of 4 emergency doors

The assembly point is: THE FOUNTAIN

FIRE SERVICES SHOULD BE CALLED VIA 999

No one shall re-enter the building until declared safe by fire safety officers

N.B No risks should be taken:

Fire extinguishing appliances should only be used if the fire is small, located well below the height of the appliance user, not spreading and only if user is trained to use.