

**These standard conditions apply to all hires of the Hall and form part of the Hiring Agreement.** If the Hirer is in any doubt as to the meaning of any of the conditions, please consult the Lettings Officer or the Hall Secretary.

<ol style="list-style-type: none"> <li>1. <b>Age</b></li> <li>2. <b>Supervision</b></li> <li>3. <b>Use of Premises</b></li> <li>4. <b>Gaming, betting and lotteries</b></li> <li>5. <b>Licensable activities</b></li> <li>6. <b>Public safety compliance</b></li> <li>7. <b>Means of escape</b></li> <li>8. <b>Outbreak of Fire</b></li> <li>9. <b>Health and hygiene</b></li> <li>10. <b>Electrical appliance safety</b></li> <li>11. <b>Insurance and indemnity</b></li> <li>12. <b>Accidents and dangerous occurrences</b></li> <li>13. <b>Explosive and dangerous substances</b></li> <li>14. <b>Heating</b></li> <li>15. <b>Authority to supply alcohol</b></li> </ol>	<ol style="list-style-type: none"> <li>16. <b>Drunk and disorderly behaviour, supply of illegal drugs</b></li> <li>17. <b>Animals</b></li> <li>18. <b>Compliance with the Children’s Act 1989</b></li> <li>19. <b>Fly posting</b></li> <li>20. <b>Sale of goods</b></li> <li>21. <b>Film shows</b></li> <li>22. <b>Cancellation</b></li> <li>23. <b>Continuing hires</b></li> <li>24. <b>End of hire</b></li> <li>25. <b>Noise</b></li> <li>26. <b>Stored equipment</b></li> <li>27. <b>No alterations</b></li> <li>28. <b>No rights</b></li> <li>29. <b>Smoking</b></li> <li>30. <b>Right of Entry</b></li> </ol>
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**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. As directed by the Hall Lettings Officer, 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 from the Hall's management committee.

**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 Hall holds a Performing Right Society Licence which permits the use of copyright music in any form, e.g. recording, radio, television or by performers in person. If other licences are required in respect of any activity in the hall the Hirer should ensure that they hold the relevant licence or the Hall holds it.

**6. Public safety compliance**  
 The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, the Hall's Fire Risk Assessment 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 instruction in the following matters:
- The action to be taken in 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.

*(A layout plan of the building showing the locations of fire equipment and the emergency exits is displayed on the notice board in the entrance lobby)*

(b) In advance of an entertainment or play the Hirer shall check the following items:

- That all fire exits are unlocked and panic bolts 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 there are no obvious fire hazards on the premises.

**7. Means of escape**

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

**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 Hall Lettings Officer or a member 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 and thermometer.

**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.

**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 Hall's 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
  - (ii) all claims, losses, damages and costs made against or incurred by the Hall's 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),
- b) the Hirer shall indemnify and keep indemnified accordingly each member of the Hall's management committee and the Hall's employees, volunteers, agents and invitees against such liabilities.
- (i) The Hall shall take out adequate insurance to insure the liabilities described in sub-clauses (a)(i) above and may, in the case of non-commercial hirers, at its discretion and subject to prior arrangement, insure the liabilities described in sub-clauses (a) (ii) and (iii) above. In the event of such agreement the 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 Hall's management committee and the 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.
  - (ii) Where the 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 Hall's Lettings Officer. Failure to produce such policy and evidence of cover will render the hiring void and enable the Hall's Lettings Officer to rehire the premises to another hirer.

Note: The Hall is insured against 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 Hall's management committee as soon as possible and complete the relevant section in the Hall's accident book. 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 Health & Safety Executive. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

- Telephone: 0345 300 9923 (fatal & major injuries only)
- Website: [www.riddor.gov.uk](http://www.riddor.gov.uk) or via the HSE website: [www.hse.gov.uk](http://www.hse.gov.uk)

**13. Explosives and flammable substances**

The hirer shall ensure that:

- (a) flammable substances **including candles** are not brought into, or used in any part of the premises
- (b) no internal decorations of a combustible nature (e.g. polystyrene, cotton wool, non-flameproof fabrics) are erected without the consent of the management committee. No decorations are to be attached to or put up near light fittings or heaters.
- (c) no portable Liquefied Petroleum Gas (LPG) heating appliances or LPG cylinders are brought onto the premises.

**14. Heating**

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises without the written consent of the management committee.

**15. Authority to supply alcohol**

No alcohol may be supplied or consumed on the premises under any circumstances without the specific written authority of the Hall Management Committee.

The Hall may choose to require that the Hirer shall obtain a Temporary Event Notice under section 100 of the Licensing Act 2003 at his own expense, but no Hirer shall seek such a notice without the written consent of the Hall Management Committee.

**16. Drunk and disorderly behaviour and supply of illegal drugs**

The Hirer shall ensure that in order to comply with the provisions of The Premises Act of 2003 and to avoid disturbing neighbours to the hall and to 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 or 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.

**17. 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 Hall. No animals whatsoever are to enter the kitchen at any time.

**18. Compliance with the Children Act**

The Hirer shall ensure that any activities for children under eight years of age comply with current legislation. Checks also apply where children over eight and vulnerable adults are taking part in activities. On the request of Hall Management Committee the Hirer shall provide a copy of the Hirer's Child Protection Policy together with any CRB checks that are required by law. (Vulnerable Adult & Child Protection Policy for Hall available, if required).

**19. 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 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.

**20. 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 seller's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

**21. 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.

**22. Cancellation**

If the Hirer wishes to cancel the booking before the date of the event and the 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 Hall. The 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.
- (b) the Hall management committee reasonably considering that (i) such hiring will lead to a breach

of licensing conditions or other legal or statutory requirements, (ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring (iii) a breach of the terms of the Hiring Agreement.

(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 occurrence.

In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

**23. Continuing hires**

Once a regular weekly hirer or a village organisation has signed a hire agreement subsequent use of the same facilities for the same purpose will be deemed to be governed by that hire agreement, notwithstanding that dates or times of use have not been inserted appropriately in clauses 1 or 5. The Hall reserves the right to give not less than two months' notice that specific hire dates otherwise considered booked will not be available in order to accommodate special requirements of other hirers from time to time. **The Hirer** may give notice that no hire is required for specific dates within the continuance. All notices by the hirer to be given in writing at least 3 weeks in advance.

**24. 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 Hall shall be at liberty to make an additional charge.

**25. Noise**

The Hirer shall ensure that to avoid disturbing neighbours to the Hall the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. All external windows shall be kept closed during all music and entertainment events. All entrance/exit doors shall be kept closed during all music and entertainment events except for the purpose of allowing access or egress. The Hirer shall ensure that music is not played at a volume that causes or is likely to cause annoyance to the Hall's neighbours.

**26. 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 a day at the hire fee per hiring until the same is removed.

The 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 Hall management committee disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charging the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

**27. 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's Lettings Officer. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Hall remain in the premises at the end of the hiring. It will become the property of the Hall unless removed by the hirer who must make good to the satisfaction of the Hall if any damage is caused to the premises by such removal.

**28. No rights**

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

**29. Smoking**

The premises are subject to the provisions of the Health Act 2006 that prohibits smoking in public places. Smoking is not permitted within any part of the building. The Hirer shall, and shall ensure that the Hirer's invitees, comply with these regulations. Any person who breaches this provision shall be asked to leave the premises.

**30. Right of Entry**

The right of entry to the building is reserved to the Hall and any other agent of the Hall and any police officer at any time during the hiring.