

# WRENTHAM VILLAGE HALL : Registered Charity No. 304844

## Conditions of Hire

*Please read these conditions to ensure your hire goes smoothly and safely*

### Supervision

The Hirer is responsible for: supervision of the premises, the fabric and the contents, their care, safety from damage however slight or change of any sort. The Hirer is also responsible for 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. Supervisors will be over 18. At least 2 supervisors are needed if fewer than 100 people are present. At least 3 supervisors are needed if between 100 - 200 people are present. If the majority of the audience is under 16 then 3 or 4 supervisors are needed. Paid door supervisors must be licensed with a local authority.

### Deposit and Charges

The full payment for the hire must be received at least two weeks prior to the hire date.

The Hirer shall pay an additional £65 deposit to confirm the booking of the hall. The deposit is normally refundable to the hirer after the hire of the hall. However, this deposit will be retained in part or in whole, and additional charges may be incurred, in the following circumstances:

- To cover any loss, damages, breakages, additional cleaning charges, repairs or re-decoration required as a result of the hire.
- Cancellation of the booking less than one calendar month before the hire is to commence.
- Any excessive use or wastage of electricity or water, either during or as a result of the hire.
- The cost of removal of any signs, posters, placards or notices placed to advertise the event, and not removed by the Hirer.

Retention of the deposit will be at the discretion of the Village Hall Management Committee and will be notified in writing to the Hirer or the Hirers' authorised representative.

### Use of Premises

The Hirer shall not use the premises for any purpose other than that agreed when booking 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.

The Hirer agrees not to exceed the maximum permitted number of people per room including the organisers/performers as follows:

Main Hall :	120
Committee Room :	30
Games Room :	30

### 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, limit the sound level so as not to cause annoyance to local residents.

Sound entertainment systems must be turned off in compliance with our Licence Monday – Saturday 10.00–midnight; Sunday 10.30 – 22.30.

### 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.

### Music Copyright licensing

The hirer shall ensure that the Village Hall holds relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, the hirer holds a licence. Commercial activities must make their own provision for PRS/PPL.

**Film**

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.

**Public Safety Compliance**

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, and 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.

The Hirer acknowledges that they have noted the following matters:

- a) The action to be taken in event of fire.
- b) The location and use of fire equipment.
- c) Escape routes and the need to keep them clear.
- d) Method of operation of escape door fastenings.
- e) That there are no obvious fire hazards on the premises.
- f) That a fully operating mobile phone is available at all times.
- g) Prior to the start of any event, the audience will be made aware of fire and evacuation procedures.

**Outbreaks of Fire**

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

**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. No illegal drugs may be brought onto the property. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. 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 in accordance with the Licensing Act 2003.

**Smoking**

The Hirer 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. The Hirer shall ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire. The above also applies to vaping.

**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. Hirers are asked to ensure that children under 12 are accompanied by an adult in the kitchen area. These premises are not registered with the local authority for food business purposes.

**No Rights**

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

**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.

## 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 grounds surrounding the Village Hall (curtilage) 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;
  - (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 (pay or promise to pay for damage or loss, or to protect from legal responsibility) 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) Under certain circumstances and at discretion of the village hall committee the hirer may be covered by our policy under Hirers Liability. The Insurance company will indemnify the hirer of the village hall for bodily injury, or property damage occurring during the period of insurance arising directly from their use of the premises. However, they will not make any payment if the hirer:
- (i) benefits from any other insurance policy that also provides indemnity for the hirers' activities; or
  - (ii) hires the insured premises on any regular, permanent or long-term basis unless:
    - The hirer is using the premises for the benefit of the local community; and
    - If you request that we provide indemnity.
  - (iii) Intends the hire primarily for commercial reasons or to make a profit.
- If the village hall shall claim on its insurance for any liability of the Hirer hereunder, 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.
- Where the village hall does not insure the liabilities of the Hirer, 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 Booking Clerk. Failure to produce such policy and evidence of cover will render the hiring void and enable the Booking Clerk to rehire the premises to another Hirer.
- c) Bouncy castles are allowed but only with prior agreement with the committee and on the production of a valid certificate of insurance for 3rd party injury.
- The village hall is insured against any claims arising out of its own action or inaction.
  - For claims arising from Hirers Liability, please refer to Insurance cover for the limits paid for each claim.

## 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 log. All types of accident or injury must be reported on a special form in the accident log (found to Left of kitchen back door). A member of the Village Hall Committee will give assistance in completing this form and can provide contact details. Any failure of, or damage to, equipment belonging to the Village Hall or brought in by the Hirer must also be reported as soon as possible.

## 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) Fireworks are not allowed in the grounds of the Village Hall (there are animals housed close to our boundary).
- (c) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected and no decorations are to be placed near light fittings or heaters.
- (d) No naked flames are allowed, including candles.

**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.

**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.

**Compliance with The Childcare Act 2006**

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Childcare Act 2006 and the Safeguarding Vulnerable groups Act 2006 and only fit and proper persons who have passed the appropriate Disclosure and barring checks should 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. This does not apply to one - off children's parties.

**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.

**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.

**Cancellation**

If the Hirer wishes to cancel the booking before the date of the event the question of the payment or the repayment of the fee shall be at the discretion of the Management Committee.

The Village Hall reserves the right to cancel this hiring by written notice to the Hirer in the event of:

The premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election.

The Village Hall management committee reasonably considering that such hiring will involve unlawful or unsuitable activities taking place at the premises as a result of this hiring.

The premises becoming unfit for the use intended by the Hirer.

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.

**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 approval of the Management Committee. 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 Management Committee any damage caused to the premises by such removal.

Aerosols, sprays, foam, silly string, smoke generators, and associated equipment must not be used.

Any signs, posters, placards or notices placed to advertise the event must be removed immediately after the event by the Hirer.

**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 agreed 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, in its discretion in any of the following circumstances, namely:

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.

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.

**End of Hire**

Please ensure compliance with the final Checklist posted near the Kitchen door on departure.

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, turning off all inside and outside lighting, and heating equipment and ensuring all doors are properly locked and secured, including all fire exits. Any contents temporarily removed from their usual positions are to be properly replaced. If the hirer has used the china or glasses, they must be left clean and any breakages notified and paid for. Specifically all tables must be cleaned before being returned into the storage area. The keys are to be returned to the Booking Clerk or a member of the Management Team.