

Nordelph Village Hall Standard Conditions of Hire

These standard conditions apply to all hiring of the hall. If the Hirer is in any doubt as to the meaning of any of the Conditions, the Hirer must seek clarification without delay from the Village Hall Chair, Deputy Chair or Treasurer.

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 Standard 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:

- I. Supervision of the premises, the fabric and the contents;*
- II. Care of the premises, safety from damage however slight or change of any sort;*
- III. 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 Committee, 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 or unsuitable purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the premises or render invalid any insurance policies covering the premises nor allow the consumption of alcohol without our written permission.

4. 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, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of the Hirer's use of the premises (including the storage of equipment) and use of the village hall's Wi-Fi service.*
- iii. all claims, losses, damages and costs made against or incurred by the village hall management committee, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises and/or the use of the village hall's Wi-Fi service by the Hirer.*

b. The Village Hall management committee has Hirer's Liability cover for hirers of the hall who meet the following criteria:

- i. *No insurance is held elsewhere*
- ii. *They are non-commercial (i.e. no individual makes or intends to make a profit for themselves.)*
- iii. *No excluded activities are carried out at the hall.*
- iv. *They are a benefit to the local community.*
The Village Hall management committee will claim on its own insurance for any liability incurred by the Hirer meeting these criteria, but the Hirer must pay to the Village Hall:
- v. *any insurance excess incurred and*
- vi. *the difference between the amount of the liability and the monies received under the insurance policy.*

5. MEANS OF ESCAPE

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

6. FOOD, 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 access to refrigerator is required then it is necessary to be agreed prior to the hire.

7. SAFEGUARDING CHILDREN, YOUNG PEOPLE AND VULNERABLE ADULTS

The Hirer shall ensure that any activities for children, young people and other vulnerable adults are only provided by fit and proper persons in accordance with the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, the Hirer shall provide the village hall management committee with a copy of their Safeguarding Policy and DBS checks (Disclosure and Barring Service).

8. 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.

9. LICENSABLE ACTIVITIES

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.

10. 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, and 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. The Hirer shall also comply with the hall's health and safety policy.

The Hirer must call the Fire Service to any outbreak of fire, however slight, and give details to the Committee.

- (i) 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.
 - Location of the first aid box.
- (ii) In advance of any activity whether regulated entertainment or not the Hirer must check the following items:
- That all fire exits are unlocked and panic bolts are in good working order.
 - That any fire doors are not wedged open.
 - That there are no fire-hazards on the premises.
 - Please note that the emergency lighting supply, which illuminates all exit routes, is operated by an automatic mains failure switching device. **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, comply with any licensing condition for the premises.

11. 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

12. ELECTRICAL APPLIANCE SAFETY

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there are safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989.

13. 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. The Hirer shall ensure that anyone wishing to smoke does so outside, in the designated area, and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

14. ACCIDENTS AND DANGEROUS OCCURRENCES

Any failure of equipment belonging to the Village Hall or brought in by the Hirer must be reported as soon as possible. The Hirer must report all accidents involving injury to the public to the Village Hall Committee as soon as possible and complete the relevant section in our accident book. Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. The Village Hall Committee will give assistance in completing this form and can provide contact details of the Incident Contact Centre. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

15. 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) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are erected without our consent.*

16. HEATING

*The Hirer shall ensure that no unauthorised heating appliances are used on the premises when open to the public without the consent of the management committee. **Portable liquefied propane gas (LPG) heating appliances must not be used.***

17. ANIMALS

The Hirer shall ensure that no animals except guide dogs, hearing dogs and assistance dogs, are brought into the premises, other than with the agreement of the village hall committee.

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. WI-FI SERVICES

When using the Wi-Fi service the Hirer shall agree at all times to be bound by the following provisions:

- (a) not to use the Wi-Fi service for any for the following purposes:
 - a. disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;**

- b. *transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice;*
 - c. *interfering with any other persons use or enjoyment of the Wi-Fi service;* or
 - d. *making, transmitting or storing electronic copies of material protected by copyright without permission of the owner;*
- (b) *to keep any username, password, or any other information, which forms part of the Wi-Fi service security procedure, confidential and not to disclose it to any third party.*

21. PAYMENT

The Hirer is required to make the full payment 5 working days prior to the hire of the hall. In the event that the hall is hired with short notice period, and/or the invoice is delayed, then the requirement is for the payment to be received a minimum of 24 hours prior to hire.

22. CANCELLATION

If the Hirer wishes to cancel the booking before the date of the event and the Village Hall Committee require 5 working days notice. If the cancellation is less than 5 working days notice then the Committee shall have the discretion to require payment of the hire fee

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

- (i) *the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;*
- (ii) *the Village Hall management committee reasonably considering that (a) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (b) unlawful or unsuitable activities will take place at the premises as a result of this hiring;*
- (iii) *the premises becoming unfit for the use intended by the Hirer*
- (iv) *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 will be entitled to a refund of any monies already paid, but the Village Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

23. 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.

24. NO ALTERATIONS

The Hirer must not make any alterations or additions to the premises nor install or attach any fixtures or placards, decorations or other articles in any way to any part of the premises without prior written approval of the village hall committee. Any alteration, fixture or fitting or attachment so approved shall, at the discretion of the Village Hall committee, remain in the premises at the end of the hiring. Such items will become the property of the Village Hall unless removed by the Hirer, who must make good to the satisfaction of the Village Hall any damage caused to the premises by such removal.

25. NO RIGHTS

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