

Stanton Drew Parish Hall Conditions of Hire

1. Understanding the Hall Conditions of Hire

The Hirer will ensure he/she and his/her assistants have read and understood the Hall Conditions of Hire.

2. Statement of Purpose and Supervision of Hire

The Hirer has entered a clear and unambiguous statement of the purpose of hire on the booking form before signing it, or provided any clarification necessary as an additional statement in writing to the booking clerk. The Hirer shall appoint a sufficient number of competent persons, who must be aged 18 or over, to provide adequate supervision throughout the Hire to ensure the provisions and stipulations referred to in the Hall Conditions of Hire, and any applicable licences, are complied with. The Hirer(s) is responsible for ensuring that both he/she and any supervising persons have read and understood the evacuation procedures and know the marshalling points in the event of fire. These procedures are detailed on notices exhibited on the Notice Board.

3. Hirer's Responsibilities

The Hirer is responsible during the whole period of the hire for making sure that:

- a) The number of people using the Hall is not more than permitted, namely:
 1. General Use 100
 2. Seated for a meal 80
 3. Theatre Layout 100
- b) Use of the premises, namely; the building; its fabric and contents; and its access, car park and surrounding land; is fully supervised to keep the premises safe from damage or change of any sort.
- c) Behaviour of all persons, whatever their capacity, using the Hall, remains under control. 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 or under the influence of drugs or behaving in a violent or disorderly way shall be asked to leave the premises.
- d) Car parking arrangements are controlled to avoid obstruction of the highway or access points.
- e) Any electrical appliances/equipment brought onto the premises for use are certified safe, are in a good working order, and are used in a safe manner, using Residual Current Circuit breakers where appropriate. All such items must have current PAT certificates.
- f) The minimum of noise is made on arrival and departure, particularly late at night and early morning. The Hirer shall, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licencing condition of the premises.

4. Limitations of Use

The Hirer is responsible during the whole period of the hire for making sure that:

- a) The premises are not sub-hired or used for any purpose other than that described on the Booking Form.
- b) The premises are not used by the Hirer or anyone else, for any unlawful purpose or in any unlawful way.
- c) No animals (including birds) except guide dogs are brought into the building without the written permission of the Hall Committee. No animals whatsoever are to enter the kitchen at any time.
- d) Nothing that may endanger the premises is brought on to the premises.
- e) No action is allowed that may render the insurance cover invalid.
- f) No drugs are brought onto the premises and no smoking takes place in any part of the building.
- g) No unauthorised heating appliances shall be used on the premises when open to the public without the consent of the Hall Committee. No LP gas appliances or other flammable substances are brought onto the premises. (Approved portable catering units operated by professional caterers may be allowed only by prior approval with the Hall Committee).
- h) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Hall Committee. No decorations are to be put up near light fittings and heaters.
- i) Performances involving danger to the Public or of a sexually explicit nature shall not be given.

5. Setting up and Reinstating

The Hirer is responsible for setting up the Hall to their requirements at the beginning of the Hire and reinstating the Hall at the end of the Hire, and for making sure that:

- a) Everything is left clean and tidy with tables wiped down. **All rubbish is to be removed from the premises**
- b) All equipment, chairs, tables have been returned to the storage positions tidily.
- c) The premises are cleared of people and all lights are switched off.
- d) The building is locked and keys handed to the Booking Clerk or Caretaker.

6. Compliance of The Children Act of 1989 (This doesn't relating to private parties with parent(s) present)

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and relevant succeeding legislation. Any activity for all children must be operated in accordance with the guidelines for the relevant activities, and only fit and proper persons who have passed the appropriate Criminal Records Bureau checks have access to children (checks may also apply where children over eight and vulnerable adults are taking part in activities). The Hirer shall provide the Hall Committee with a copy of their Child Protection Policy on request.

Stanton Drew Parish Hall Conditions of Hire

7. Compliance with other Relevant Legislation

The Hirer must make sure that all individuals using the Hall under the hire agreement:

- a) Do not contravene the law relating to gaming, betting and lotteries.
- b) Comply with all conditions and regulations required by the Premises Licencing Act particularly in connection with events including dancing or music, stage plays, films or similar entertainment.
- c) Possess a Food Hygiene Certificate and understand the requirements of handling food if preparing, serving or selling food.
- d) Comply with the Fair Trading Laws if selling goods on the premises and any code of practice used in connection with such sales; in particular ensure that the total prices of goods and services and organiser's name and address are prominently displayed.
- e) Ensure that no fly posting or any other unauthorised advertising for any event taking place on the premises is undertaken without the consent of the Hall Committee.

8. 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 Licencing 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 they have received instruction in the following:

- a) The action to be taken in the event of fire. This includes calling the Fire Brigade and evacuating the Hall.
- 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) Appreciation of the importance of any fire doors and the closing of fire doors at the time of a fire.

In advance of an entertainment or play the Hirer will check the following items:

- a) That all fire doors are unlocked.
- b) That the escape routes are free of obstruction and can be safely used.
- c) Fire doors are not wedged open.
- d) That exit signs are illuminated.
- e) There are no obvious fire hazards on the premises.

On the outbreak of fire, however slight, the Fire Brigade should be called and details thereof shall be given to the Caretaker.

9. Indemnity

The Hirer shall indemnify and keep indemnified each member of the Hall Committee, agents and invitees against;

- a) The cost of repair of any damage done on any part of the premises including the curtilage thereof or the contents of the premises.
- b) All actions, claims and costs of proceedings arising from any breach of the Hall Conditions of Hire.
- c) All claims in respect of damages, including damage for loss of property or injury to persons arising as a result of the use of the premises (including storage of equipment) by the Hirer.
- d) As directed by the Hall Committee, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents for loss of contents.
- e) All claims, losses or damages and costs suffered or incurred as a result of any nuisance caused by a third party as a result of use of the premises by the Hirer.

10. Insurance

The Hirer shall take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against the Hirer's liabilities and all claims arising as a result of the hire and on demand shall produce the policy and current receipt or other evidence of cover to the Hall Booking Clerk. Failure to produce the policy or evidence of cover will render the hiring void and enable the Hall Booking Clerk to rehire the premises to another Hirer.

The Hall maintains its own Public Liability insurance cover and this extends to cover loss, damage or personal injury arising out of the Hall's **own** negligence and suffered by third party non-commercial hirers (subject to normal policy terms conditions and exceptions). Items stored by the Hirer on the premises are not insured except by prior arrangement with the Hall Committee which is confirmed in writing.

11. Accidents and Dangerous Occurrences

The Hirer must report all accidents and dangerous occurrences.

The Hirer must report all accidents involving injury to the general public to an authorised representative of the Hall Committee as soon as possible and complete the relevant section in the Hall's accident book. Any failure of equipment, either that belonging to the Hall or brought into the Hall must also be reported as soon as possible.

Stanton Drew Parish Hall Conditions of Hire

12. Storage of equipment

The Hall Committee accepts no responsibility for any stored equipment or other property brought on or left on 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 the hiring period.

In the event that stored items are not removed by the agreed time, the Hall Committee may dispose of any such items 7 days thereafter at its discretion, by sale or otherwise and on such terms and conditions as it thinks fit, and charge the Hirer storage fees and costs incurred for storing, selling or otherwise disposing of the items.

13. No alterations

No alterations or additions may be made to the Premises and no fixtures are to be installed (or placards, decorations or other articles attached) in any way to any part of the premises without the prior written approval of the Hall Committee. Any alteration, fixture, fitting or attachment so approved shall at the discretion of the Hall Committee either remain in the premises at the end of the hire and become property of the Hall, or be removed by the Hirer. The Hirer must make good to the satisfaction of the Hall Committee any damage caused to the premises by such removal.

14. Continuing Hires

Once a regular weekly Hirer or a village organisation represented on the Hall Committee has signed a Hire Agreement, subsequent use of the same facilities for the same purpose will be deemed governed by that Hire Agreement. The Hall Committee reserves the right to give 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 to be made in writing at least three weeks in advance.

15. Cancellations by the Hirer

If the Hirer cancels the booking before the date of the event and the Hall Committee are unable to achieve a replacement booking, the Hall Committee may, at its discretion, require a further payment of the hire fees or withhold part of the discretionary security deposit and hire charges already paid.

16. Cancellation by the Parish Hall

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

- a) The premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election or referendum.
- b) Such hiring may lead to a breach of the licencing conditions, or other statutory requirements
- c) Unlawful or unsuitable activities may take place at the premises as a result of the hiring.
- d) The premises become unfit for use by the Hirer.
- e) An emergency requiring use of the premises as a shelter for victims of flooding, snowstorms, fire, explosion or risk of these or similar disasters.

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

17. Restrictions of Benefit of the Hire Agreement

None of the provisions of the Hire Agreement are intended to or will operate to confer any benefit pursuant to the contracts (right of third parties) Act 1999 on a person who is not named as a party to this Hire Agreement. The Hire Agreement constitutes permission only to use the premises and confers no tenancy or right of occupation on the Hirer.