## STANDARD CONDITIONS OF HIRE

If the HIRER is in any doubt about the meaning of any the following, it is their responsibility to consult the Bookings Officer at the earliest opportunity for clarification.

For the purpose of these conditions the term HIRER shall mean an individual who is identified as the 'accountable person' for the purpose of hiring the hall for community reasons; for all other purposes of hire, for example, where the Hirer is an organisation, or a commercial body, an authorised representative needs to be identified for the purpose of hiring the hall.

All Hirers must sign the HIRE form acknowledging these Terms and Conditions and appropriate charges

### What is available for hire:

The Village Hall has a license for alcohol and music.

The kitchen and its facilities and equipment are for hire

The left-hand side hall has capacity for 65

The right-hand side has a capacity for 65 when fully open, 30 otherwise

There are toilets and baby changing facilities

There is a small green to the front of the hall

### When is it available for hire?

The Bookings Officer controls the diary for hiring the hall and its facilities and is the primary contact for all bookings.

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The Pre-School uses the hall during term-time, during the day, but not usually at the week-end.

As a general rule, they will clear all of the hall of their equipment in the Easter, Summer and Christmas holidays.

In certain circumstances, during term-time in the evening, and at the weekend, they can also clear the left-hand side hall, and the front half of the righthand side hall of their equipment, so that the toilet facilities can be used, and the halls can be used for other purposes. This will be agreed in advance with the Bookings Officer, who will liaise with the Pre-School Management Committee.

### Costs of Hire:

These are available from the Bookings Officer and published in the hall entrance.

## 1. The Hirer:

- 1.1 The person who signs this hire agreement is considered the HIRER, and will, during the period of the hiring, be responsible for compliance with these conditions, and be aged 21 or over.
- 1.2 They will be responsible for supervision of the premises, the fabric and the contents, the care, safety and the behaviour of all persons using the premises, including parking of vehicles to avoid obstructing the highway and bus stop outside the hall.
- 1.3 The HIRER should inspect the Hall, ideally in advance, or at the beginning of the hiring and report any deficiencies, defects or shortcomings as soon as possible to the Bookings Officer. For urgent matters there is a list of people to contact on the noticeboard in the foyer of the Hall.

1.4 The HIRER needs to be on-site for the duration of the hire and clearly recognisable; they can deputise where appropriate, and other nominated individuals also need to be clearly identifiable.

# 2 The use of the premises:

- 2.1 THE HIRER shall not use the premises for any purpose other than those described in this hiring agreement, not exceed the hall capacity limit 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.
- 2.2 THE HIRER shall be responsible for obtaining such licenses as may be needed whether for the sale or supply of intoxicating liquor or otherwise for the observance of the same.
- 2.3 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.
- 2.4 THE HIRER shall, if preparing serving or selling food, observe all relevant food, health and hygiene legislation and regulations, particularly relating to allergy labelling.
- 2.5 THE HIRER shall comply with all relevant legal obligations and conditions and regulations in respect of the premises.
- 2.6 The HIRER shall ensure that any electrical appliances brought by themselves or any person appointed by them to the premises will comply with current legislation [including PAT Testing].

#### 2.7 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. In order to minimise nuisance to neighbours; no amplified music must be used in the front green. Hirers must ensure that noise levels during the period of hire are kept reasonable and not excessive.

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#### 2.8 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 Bookings Officer. No animals whatsoever are to enter the kitchen at any time.

## 2.9 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.

## 2.10 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 allergies for food products are clearly labelled.

### 2.11 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 Bookings Officer.

### 2.12 Kitchen

- o The Kitchen (fire) door must be kept closed at all times.
- o The ceramic top range cooker must not be used with equipment which may scratch the surface.
- o If used, the cooker, microwave, warm cupboard, fridge, water heater, kettle are to be cleaned and in the case of the fridge and freezer, left switched on at their wall switches.
- o Further guidance on the management of waste is displayed in the kitchen.

## 2.13 Audio Visual Equipment

The Audio-Visual equipment must not be used unless the Hirer has had specific instruction in its use from a member of the Village Hall Bookings Officer.

## 2.14 Car parking

There is no car parking available. There is a village car park; coming from Weymouth it is at the entrance to the village, just past the Swan Inn, on the left-hand side. Overnight parking is strictly forbidden.

## 2.15 Heating & Lighting:

There are radiators, ceiling heaters and lights in both halls and the kitchen. Use is via electric meters; the main hall meter takes £2 and £1 coins. No other heating appliances shall be used on the premises without the consent of the management committee.

## 2.16 Safeguarding Children:

The HIRER shall ensure that any activities for children comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable Groups Act 2006. Only fit and proper persons who have passed the appropriate Disclosure and Barring Services checks should have direct access to the children. Checks may also apply where vulnerable adults are taking part in activities. If appropriate, the Hirer shall provide the Village Hall Trustees with a copy of their DBS check and Child Protection Policy on request.

# 2.17 Explosives and flammable substances:

The HIRER shall ensure that no highly flammable substances are brought into or used in any part of the premises and that no internal decorations of a combustible nature (e.g. polystyrene, cotton wool, straw bales) shall be

erected without the consent of the Bookings Officer. No decorations are to be put up near light fittings or heaters.

## 2.18. 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, and allergy labelling; vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations.

## 2.19 Smoking

The Village Hall is a public space. THE HIRER shall ensure that all 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.

## 2.20 Drunk and disorderly behaviour and supply of illegal drugs

No illegal drugs may be brought onto the premises. 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 by the Hirer in accordance with the Licensing Act 2003.

#### 2.21 Main Halls

The halls have wooden floors and on no account is anything to be dragged across the Hall floor, moveable items like tables and chairs are to be lifted. Shoes with steel tipped or nailed heels are not allowed. Black soled shoes are not to be worn in sport/play activities as they can make permanent marks on the floor.

- 2.22. At the end of hire, before leaving the premises, the Hirer must:
  - o Check that there are no fire risks
  - o Check that all electrical appliance and water taps are secure.
  - o Turn out all lights.
  - o Close all internal doors.
  - o Secure all windows and doors.
  - o Leave all surfaces, floors, appliances and utensils clean.
  - o Remove all rubbish and food waste.
  - o Report any damage or breakages to the Bookings Officer.

### 3. Insurances:

- 3.1 The Village Hall believes it has adequate insurance to insure all of its known liabilities, and may, at its discretion, if deemed appropriate, provide insure cover to the Hirer via its current insurance arrangements. For example, if there is clear community benefit, subject to there being no financial gains to the Hirer.
- 3.2 But in any event, 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 any relevant claims from the insurance policy.
- 3.3 Where the HIRER is not covered through the VH current insurances, it is suggested that they seek appropriate specialist advice prior to hiring the hall. They are expected to arrange this as a minimum, Personal and Product and Employee liability cover to include the following:
  - o 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.
  - o 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, and

o All claims, losses, damages and costs incurred by the Hirer their employees, volunteers, agents or invitees.

### 4. General Conditions:

- 4.1 The Trustees reserves the right to cancel the hiring in the event of the Hall being required for use as a Polling Station for a Parliamentary or Local Government election or by-election, or for other reasons that they think appropriate. In which case THE HIRER shall be entitled to a refund of any deposit already paid.
- 4.2 If the HIRER wishes to cancel the booking before the date of the event and the Trustees is unable to conclude a replacement booking, the question of payment or repayment of fees shall be at their discretion.
- 4.3 In the event of the Hall or any part thereof being rendered unfit for the use for which it has been hired, the Trustees shall not be liable to the HIRER for any resulting loss or damage whatsoever.
- 4.4 The HIRER shall ensure that any activities undertaken will comply with current legislation and be responsible for ensuring that they are aware of legislation that is relevant to their purpose of hiring the Village Hall.
- 4.5 Costs of hiring the village hall are as available from the Bookings Officer and published in the hall entrance. A deposit may be required, which would be refunded in most circumstances, but the Trustees reserve the right to retain this in certain circumstances.
- 4.6 The Trustees reserves the right to terminate this agreement with reasonable relevant notice. Such monies as have been paid by the

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HIRER will be refunded but no further monies will be paid to the HIRER for actual or presumed loss of trading profit or other cause.

## 4.7 Fly Posting and promotional material;

The HIRER needs to have approval from the Bookings Officer for all promotional material including social media. Additionally, 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 Trustees 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.

## 4.8 Hirer's Property and Stored Equipment

If appropriate, the Hirers equipment may be stored at the Village Hall, subject to agreement with the Bookings Officer. 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 stored equipment) must be removed at the end of each hiring, or additional fees will be charged for each day or part of a day until the same is removed.

### 4.9 Accidents and other occurrences

Any failure of equipment belonging to the Village Hall or brought in by the Hirer must be reported as soon as possible to the Bookings Officer.

The Hirer must report all accidents involving injury to the Bookings Officer or a member of the Village Hall management committee as soon as possible and complete the relevant section in the Village Hall's accident book.

# 5. Special Conditions of Hire

- 5.1 The HIRER acknowledges that he/she has received instructions on the following:
  - Action to be taken in the event of an emergency, including calling emergency services for example, the Fire Brigade and evacuating the Hall.
  - Action and use of fire equipment.
  - Escape routes and the need to keep them clear.
  - Method of operation of escape door fastenings.
  - Appreciation of importance of any fire doors and of closing them in the event of a fire.
- 5.2 In advance of any entertainment or play, THE HIRER shall check the following items:
  - All fire exits are unlocked.
  - All escape routes are free of obstruction.
  - Any fire doors are not wedged open.
  - Any exit signs are illuminated.
  - That no fire hazards exist on the premises.

That a minimum of two competent attendants are there to assist people entering and leaving. These people will have been instructed on:

- Essential responsibilities for fire and emergency.
- Location and use of firefighting equipment.
- How to call Emergency services, for example, the Fire Brigade.
- Evacuation procedures.