

### **Standard Conditions of Hire**

These standard conditions apply to all hiring of the Community Hall. If the Hirer is in any doubt as to the meaning of the following, the Clerk should be consulted.

#### **1. Supervision**

The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises, the fabric and the contents; and their care, and the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements. The Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and to loss of contents.

#### **2. 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 or do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof. **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.

#### **3. Public Safety Compliance**

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, 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 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.(including diagram of location )
- 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 fire.

#### **4. Health and Hygiene**

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.

#### **5. 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.

#### **6. Indemnity**

The Community Hall is insured against any claims arising out of its **own** negligence. Any further Liability Insurance required by the Hirers for their own activities must be provided by themselves.

## **7. Accidents and Dangerous Occurrences**

The Hirer must report all accidents involving injury to the public to a member of the Community Hall 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 local authority. The Hall Secretary will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

## **8. Explosives and Flammable Substances**

The Hirer shall ensure that:

- Highly flammable substances are not brought into, or used in any part of the premises and that
- No internal decorations of a combustible nature (eg polystyrene, cotton wool) shall be erected without the consent of the management committee. No decorations are to be put up near light fittings or heaters.

## **9. 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. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

## **10. 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 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.

## **11. 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 Committee. No animals whatsoever are to enter the kitchen at any time.

## **12. Compliance with The Children Act 1989**

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act 1989 and that only fit and proper persons who have passed the appropriate Criminal Records Bureau checks 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 Halls Committee with a copy of their Child Protection Policy on request.

## **13. 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 these premises. Failure to observe this condition may lead to prosecution by the local authority.

## **14. 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.

## **15. Cancellation**

If the Hirer wishes to cancel the booking before the date of the event and the Community Hall is unable to obtain a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Community Hall. The Community Hall reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- the Community Hall management committee reasonably considering that (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take 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 Community Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

## **16. 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 Community Hall shall be at liberty to make an additional charge.

## **17. 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, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

## **18. Stored Equipment**

The Community Hall accepts no responsibility for any stored equipment or the 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.

## **19. 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 Secretary.

## **20. No Rights**

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