

# Terms and Conditions of Hire

These Standard Conditions of Hire are based on the Model Conditions of Hire issued in February 2009 by Action for Communities in Rural England (ACRE) and approved by the Charities Commission. If the Hirer is in any doubt as to the meaning of the following, the Bookings Officer should be consulted.

All Saints and District Village Hall (the Hall) is administered by its Management Committee (the Committee) according to the terms of a governing Deed, a copy of which may be viewed on request to the Secretary. Members of the Management Committee are also trustees of the charitable trust to which the Hall belongs. The Committee is responsible under the authority of the Charities Act for the enforcement of all relevant laws and regulations.

Hirings are made on the basis of a Hiring Agreement between the Committee and the Hirer who enters into the Agreement. **The Hirer is responsible for ensuring compliance with these Conditions of Hire.** The Hall is a NON-SMOKING venue in accordance with the law.

## Hiring Agreement / 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 the following, the Hall Secretary or Bookings Officer should immediately be consulted.

### 1. Age & Responsibility

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 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: supervision of the premises, the fabric and the contents; their care, safety from damage however slight or change of any sort; and 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 Hall Secretary or other member of 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 (including the car park) 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 same or render invalid any insurance policies in respect thereof.

### 4. End of hire

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition in accordance with the instructions available on the Hall website, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the Hall shall be at liberty to make an additional charge.

### 5. 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 Bookings Officer. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Hall remain in the premises at the end of the hiring. It will become the property of the Hall unless removed by the Hirer who must make good to the satisfaction of the Hall any damage caused to the premises by such removal.

### 6. 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 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
- iii) all claims, losses, damages and costs made against or incurred by the Hall management committee (trustees), 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 and keep indemnified accordingly each member of the Hall management committee (trustees) and the Hall's employees, volunteers, agents and invitees against such liabilities.

(b) The Hall shall take out adequate insurance to insure the liabilities described in sub-clauses (a)(i) above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (a)(ii) and (iii) above. The Hall shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of the Hall management committee (trustees) and the 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.

(c) Where the Hall does not insure the liabilities described in sub-clauses (a)(ii) and (iii) above, 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 Bookings Officer. Failure to produce such policy and evidence of cover will render the hiring void and enable the Hall Bookings Officer to rehire the premises to another Hirer.

Organisations booking the Hall for commercial or profit-making events must carry Third Party Public Liability insurance, a copy of which together with receipted payment of current premiums is to be made available for inspection at time of booking.

The Hall is insured against any claims arising out of its own negligence.

## **7. Sale of Alcohol**

No excisable liquor shall be sold (including an honesty bar or donations) unless a Temporary Event Notice has been submitted to EDDC at least two weeks in advance on the correct form and with the permission of the Hall Committee. The application forms and full conditions are available on:

<http://eastdevon.gov.uk/licensing/alcohol-and-entertainment/temporary-event-notice/apply-for-a-temporary-event-notice/>

There is a help line to EDDC on 01395 517411.

## **8. 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 Service 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 Hall management committee with a copy of their DBS check and Child Protection Policy on request

## **9. 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 Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to the secretary of the management committee.

The fire extinguishers must not be interfered with and the Hirer(s) will be responsible for the full re-charging and call out charges if they are misused, together with any charge to rectify any damage, cleaning, etc arising from such misuse.

(a) The Hirer acknowledges that they have received instruction in the following matters:

- i) The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
- ii) The location and use of fire equipment. (Include diagram of location when handing over keys.)
- iii) Escape routes and the need to keep them clear.
- iv) Method of operation of escape door fastenings.
- v) Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
- vi) Location of the first aid box

(b) In advance of any activity, whether regulated entertainment or not, the Hire shall check the following items:

- i) That all fire exits are unlocked and panic bolts in good working order
- ii) That all escape routes are free of obstruction and can be safely used for instant free public exit
- iii) That any fire doors are not wedged open.
- iv) That there are no obvious fire hazards on the premises.
- v) That emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the premises are occupied. The labelled switch for these lights is in the main electrical cabinet in the body of the Hall and must be turned ON for all bookings and turned OFF prior to leaving the building.

## **10. 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.

## **11. Music Copyright licensing**

The Hall holds relevant licences under Performing Right Society (PRS) and Phonographic Performance Licence (PPL).

## **12. 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.

## **13. 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.

## **14. 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 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 in accordance with the Licensing Act 2003.

## **15. 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. The hirer is responsible for the health and hygiene of the hall, in particular the kitchen.

## **16. 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

## **17. 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. Where a residual circuit breaker is provided the Hirer must make use of it in the interests of public safety. No extension shall be made to the existing electricity system.

## **18. Stored equipment**

The Hall accepts no responsibility for any stored equipment or other property brought on to or left at the premises by the hirer, and all liability for loss or damage is hereby excluded. All equipment and other property (other than the Hall's stored equipment) must be removed at the end of each hiring or fees may be charged for each day or part of a day at the hire fee per hiring until the same is removed. The Hall may use its discretion in any of the following circumstances:

- (a) Failure by the Hirer either to pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended
- (b) Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in the Hall management committee disposing 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.

## **19. 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 and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

## **20. Accidents and dangerous occurrences**

Any failure of equipment belonging to the Hall or brought in by the Hirer must also be reported as soon as possible. The Hirer must report all accidents involving injury to the public to a member of the Hall management committee as soon as possible and complete the relevant section in the Hall's accident book.

Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. The Hall Secretary 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 1995 (RIDDOR).

## **21. 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 and that
- (b) No internal decorations of a combustible nature (e.g. 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.
- (c) All types of indoor and outdoor fireworks, Chinese lanterns, etc., are strictly forbidden both within the building and the surrounding curtilage.

## **22. Animals**

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for activities agreed to by the Hall. No animals whatsoever are to enter the kitchen at any time.

## **23. 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 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.

## **24. 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

## **25. Cancellation**

If the Hirer wishes to cancel the booking before the date of the event and the Hall is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Hall. The Hall reserves the right to cancel this 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
- (b) the 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
- (c) the premises becoming unfit for the use intended by the Hirer
- (d) 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 Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever

## **26. No rights**

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

## 27. General

- A seating capacity of 140 and an overall capacity of 200 are the maximum allowed and these limits must not be exceeded.
- No admission charge may be made for 'Private' events or functions.
- 'Public' discos or dances are not acceptable to the committee and bookings for these will not be taken.
- A member of the Management Committee or an agent of the Committee shall have the right of entry at all times and may inspect the premises after each letting at 10 a.m. the following morning.
- Under the terms and conditions of the Entertainment Licence, the Hall may only be used for activities which come under the terms of our licence from 09.00 a.m. to 1.30 a.m. next day on every day of the week. However, unless a prior arrangement is made with the Hall committee, all activities must stop at 12.30 a.m. and the Hall must be vacated by 1.00 a.m. after clearing up.
- The lane alongside the Hall is the drive to a private house and must be kept clear at all times.
- The exits from the building must be kept clear at all times and particular attention paid to the need to keep parked cars away from the fire exit through the side doors.
- The Hirer is responsible for collecting and returning keys, opening and locking the Hall, switching off electric lights and power, checking that the gas cooker has been left in a safe condition, for general supervision and arranging payment of the hire charges. A responsible adult may be delegated to perform these tasks.
- Nails, pins or other objects shall not be driven into any part of the Hall and decorations, placards, posters, pictures or signs shall not be affixed by any means to the ceilings or walls because of potential damage caused by removal.
- For Health and Safety reasons, children are not allowed in the kitchen at any time unless supervised by a responsible adult at all times.
- Bouncy castles or similar inflatable devices are strictly prohibited on Hall property, either inside or outside.