

Marchington Woodlands Village Hall Standard conditions of hire

These standard conditions apply to all hiring of the village hall.

- 1. 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; 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.
- 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 nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.
- 3. 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.
- 4. Public safety compliance**

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire authority, the Local Authority and the Licensing Authority, 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 ensure that no fires are lit in the village hall field without the express permission of the village hall management committee.
- 5. Outbreaks of fire**

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the secretary of the management committee.
- 6. Health and Hygiene**

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.
- 10. 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.
- 11. Insurance and indemnity**
 - (a) The Hirer shall be liable for 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.
 - (b) The hirer shall be responsible for making arrangements to insure against any third party claims which may lie against him or her (or the organisation if acting as a representative) whilst using the Village Hall (The village hall is insured against any claims arising out of its **own** negligence).
- 12. Accidents and dangerous occurrences**

The Hirer must report all accidents involving injury to the public to a member of the village hall management committee **as soon as possible**. Any failure of equipment belonging to the village 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).
- 13. 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.

- 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. 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.
- 15. 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 village hall. No animals whatsoever are to enter the kitchen at any time.
- 16. 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 of 1989 and that only fit and proper persons have access to the children.
- 17. 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. Failure to observe this condition may lead to prosecution by the local authority.
- 18. 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.
- 19. 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.
- 20. Cancellation**
If the Hirer wishes to cancel the booking within 14 days the date of the event the deposit could be forfeited.
The Management Committee reserves the right to cancel this hiring in the event that the hall is required for use as a Polling Station for a Parliamentary or Local Government election or by-election or in the event of the premises becoming unfit for the use intended by the Hirer. In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the village hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.
- 21. Refusal/Termination of Booking**
The Management Committee reserves the right to refuse or terminate a booking that it believes is not in the village hall's best interest. The hirer will be entitled to the return of any deposit already paid. The Committee shall not be liable for any further payments.
- 22. 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.
- 23. 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.