



Alciston & Selmeston Village Hall Hiring Agreement Standard Conditions of Hire

These standard conditions apply to all hiring of the Village Hall. If the Hirer is in any doubt as to the meaning of the following, contact bookings@southdownvillagehall.org for more information.

1. AGE

The Hirer, not being a person under 21 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. CANCELLATION

- a. A **non-refundable** deposit – which is one third of the total hire charge – is required to secure the booking.
- b. If the Hirer wishes to cancel the booking before the date of the event, the deposit shall be forfeited.
- c. The balance of the hire charge must be paid in full, at least, one month before the event.
- d. If the Hirer wishes to cancel the booking two weeks prior to event, the hall reserves the right to retain 50% of the total hire charge. Cancellation one week before the event, 75% of the hire charge and 24 hours before, 100% will be forfeited.
- e. The Village Hall reserves the right to cancel this hiring by written notice to the Hirer in the event of:
 - (i) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election
 - (ii) the Village Hall Management Committee reasonably considering that such hiring will lead to a breach of licensing conditions or other legal statutory requirements; or unlawful or unsuitable activities will take place at the premises as a result of this hiring.
 - (iii) the premises becoming unfit for the use intended by the Hirer
 - (iv) 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 monies already paid, but the Village Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

3. END OF HIRE

In addition to the hire charge, the Hirer is expected to pay a refundable damage and cleaning bond. This to be paid with the balance one month prior to event. The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition. The premises should be 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 retain the damage and cleaning bond in whole or in part. A checklist is provided to help with the end of hire process. Bottles and all other rubbish are to be placed in the labelled Wheelie-Bins provided. Any additional rubbish must be removed from the premises.

4. SUPERVISION

The Hirer shall, during the period of 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 outlined in these Terms and Conditions, 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.

5. USE OF PREMISES

The Hirer shall not use the premises for any purpose other than described in the Hiring Agreement and shall not sub-hire or use the premises or allow the premises to be used for 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.

- a. **CANDLES:** no naked candles allowed. Tea lights are acceptable provided they are held within holders tall enough to prevent a fire risk
- b. **INFLATABLES:** the hall is capable of housing inflatables, including bouncy castles, both inside and outside of the building. However, as this is not covered on our insurance, it is the responsibility of the Hirer to ensure that the company the Hirer uses has its own adequate PLI (Public Liability Insurance).

6. GAMING, BETTING AND LOTTERIES

The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the laws relating to gaming, betting and lotteries.

7. LICENSABLE ACTIVITIES

The Village Hall has secured a Premise Licence for the performance of a play, exhibition of live music, playing of recorded music, performance of dance, sale of alcohol by retail, provision of late night refreshment. Please ensure that you read and agree to the conditions outlined in the Premise Licence.

8. 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 other licensing condition for the premises.

Live music should cease at **23.00**, without exception.

Vacation of premises at **23.30** and all inside and outside areas (including car parks) should be empty by midnight.

- a. Following any event, no camping or overnight stays are permitted in or around the premises – this includes the adjacent cricket field and car parks. No vehicles should be left in the car parks overnight.

9. 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.

10. FILM SHOWS

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.

11. DANGEROUS AND UNSUITABLE PERFORMANCES

Performances involving danger to the public or of a sexually explicit nature shall not be given.

12. 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.

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 the premises, and shall indemnify and keep indemnified each member of the village 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.

14. ANIMALS

The Hirer shall ensure that no animals (including birds) except guide/assistance 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.

15. 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 who have passed the appropriate Disclosing Baring Service and, from 2010, comply with ISA requirements 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 Village Hall Management Committee with a copy of their DBS check and Child Protection Policy on request.

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. 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 there under. Any person who breaches this provision shall be asked to leave the premises.

18. EXPLOSIVES and FLAMMABLE SUBSTANCES

The Hirer shall ensure that:

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

19. OUTBREAKS OF FIRE

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the committee member on duty.

20. MEANS OF ESCAPE

- a. All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.
- b. The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

21. 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. Any electrical equipment brought into the Hall **must be PAT tested** and have up to date certification.

22. 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.

23. 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, 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.

- 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 evacuation the hall
 - ii. The location and use of fire equipment
 - 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.
- b. In advance of an entertainment or play the Hirer shall check the following items:
 - vi. That all fire exits are unlocked and panic bolts in good working order.
 - vii. That all escape routes are free of obstruction and can be safely used.
 - viii. That any fire doors are not wedged open.
 - ix. That exit signs are illuminated.
 - x. That there are no obvious fire hazards on the premises.

24. 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 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
 - iii. All claims, losses, damages and costs made against or incurred by the Village Hall Management Committee, 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 village hall management committee and the village hall's employees, volunteers, agents and invitees against such liabilities.
- b. The Village 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 Village 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 Village Hall Management Committee and the Village Hall's employees, volunteers, agents and invitees against
 - i. any insurance excess incurred
 - ii. the difference between the amount of the liability and the monies received under the insurance policy.
- c. Where the Village 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 Village Hall Chair. Failure to produce such policy and evidence of cover will render the hiring void and enable the Booking Secretary to rehire the premises to another hirer.

It is solely at the Hirer's discretion with whom to arrange their insurance. A suitable agent who can arrange appropriate insurance if required is Messrs Allied Westminster (Insurance Services) Ltd., tel: 01937 845245. Allied Westminster (Insurance Services) Ltd is authorised and regulated by the Financial Services Authority (FSA) registration number 308386. The Village Hall is insured against any claims arising out of its own negligence.
- d. Any commercial hires brought in by the Hirer, are required to hold and maintain their own Public Liability Insurance. This includes professional caterers supplying food & drink.

25.STORED EQUIPMENT

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 fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

The Village 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 Village 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.

26.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 permission of the duty committee member. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Village Hall remain in the premises at the end of the hiring. It will become the property of the Village Hall unless removed by the Hirer who must make good to the satisfaction of the Hall or, if any damage caused to the premises by such removal.

27.ACCIDENTS AND DANGEROUS OCCURENCES

The Hirer must report all accidents involving injury to the public to a member of the Village Hall Management Committee as soon as possible and complete the relevant section in the Village Hall's accident book.

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 Incident Contact Centre. The Chair will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR). The Incident Contact

Centre can be contacted in any of the following ways:

Tel: 0845 3009923. Website: www.riddor.gov.uk or via HSE website: www.hse.gov.uk

Incident Contact Centre, Caerphilly Business Park, Caerphilly, CF83 3GG

28.COMMERCIAL HIRE

Village halls are usually held on strict trusts with the Charity Commission for the purposes of a village hall. The Management Committee is bound to ensure that the Hall is administered in accordance with those trusts. Accordingly the Village Hall is bound to preserve and hereby reserves the right to terminate this Agreement by not less than 7 days notice in writing to the Hirer in the event of the Hall being required on the same date/time for the fulfilment of its charitable purposes. In the event of such termination by the Village Hall, the Village Hall shall refund to the Hirer all monies paid by the Hirer to the Village Hall. The Village Hall shall not however be liable to make any further payment to the Hirer in respect of expenses, costs or losses incurred directly or indirectly by the Hirer in relation to the termination.

29.NO RIGHTS

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