

# KELSTON VILLAGE HALL

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## STANDARD CONDITIONS OF HIRE

For the purposes of these conditions, the term HIRER shall mean an individual hirer or, where the hirer is an organisation, the authorised representative.

### 1. SUPERVISION

The hirer will, 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. Please keep to the boundaries of the village hall area, the field in front of the hall does not belong to us and is used for livestock.

### 2. USE OF PREMISES

The hirer shall not permit the hall to be occupied by more than 50 people. 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. **Please make sure that nothing is stuck on the walls. The use of the premises shall not extend beyond midnight and the premises must be vacated by this time.**

### 3. LICENCES

The hirer shall be responsible for obtaining such licences as may be needed whether for the sale or supply of intoxicating liquor and live music TEN (Temporary Events Notice) from the local council if music is involved a licence from the Performing Rights Society, from Phonographic Performance Ltd or otherwise and for the observance of the same.

### 4. BETTING GAMING & 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.

### 5. 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 Local Magistrates Court or otherwise.

### 6. HEALTH & HYGIENE

The hirer shall, if preparing serving food observe all relevant food health and hygiene legislation and regulations. If your hire will require the use of tea towels, please bring your own and take them with you at the end of the hire.

## 7. ELECTRICAL APPLIANCE SAFETY

The hirer shall ensure that any electrical appliances brought to the premises and used there shall be safe and in good working order and used in a safe manner.

## 8. HEATING

Space heating in the hall is provided by gas central heating that will be on when you arrive.

## 9. INDEMNITY

The hirer shall indemnify the committee for the cost of repair of any damage done to any part of the property including the curtilage thereof or the contents of the buildings which may occur during the period of the hiring as a result of the hiring or consequent thereon.

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).

## 10. ACCIDENTS & DANGEROUS OCCURRENCES

The hirer must report all accidents involving injury to the public to the booking secretary as soon as possible. Any failure of equipment either that 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. This is in accordance with the Executive Reporting of Injuries, Diseases and Dangerous Occurrences Regulation 1995.

## 11. ANIMALS

The hirer shall ensure that no animals (including birds) except guide dogs are brought into the hall, other than for a special event agreed to by the Committee. No animals whatsoever are to enter the kitchen at any time.

## 12. COMPLIANCE WITH THE CHILDREN ACT

The hirer shall ensure that any activities for children comply with legislation relating to the safety of minors and any other relevant legislation relating to children and that only fit and proper persons have access to the children.

## 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 Hall, and shall indemnify the Committee accordingly against all action, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

## 14. CANCELLATION

The Committee reserves the right to cancel this 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, in which case the hirer shall be entitled to a refund of any fee and/or deposit already paid.

15. UNFIT FOR USE

In the event of the hall or any part thereof being rendered unfit for the use for which it has been hired, the Committee shall not be liable to the hirer for any resulting loss or consequent loss or damage whatsoever.

16. REFUSAL OF BOOKING

The Committee reserves the right to refuse a booking without notice or to cancel this hiring agreement at any time either before or during the term of the agreement upon giving 7 days notice in writing to the hirer.

The hirer shall be entitled upon such notice to reimbursement of such monies or a proportion of the same as have been paid by the hirer to the Committee. The Committee shall not be liable to make any further payment to the hirer.

18. 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, furniture temporarily removed from their usual positions properly replaced, otherwise the Committee shall be at liberty to make an additional charge.**

**For an additional charge the hirer can agree with the booking secretary to have the premises cleaned by a separate party if that is preferred.**

**All rubbish must be taken away. All lighting and electrical appliances shall be turned off. The refrigerator and dishwasher shall be turned off, emptied, cleaned, and the doors left ajar.**

19. NOISE

The hirer shall ensure that the minimum of noise is made on arrival and departure. Any music is to finish by 11:30. It is not permitted to release fireworks inside or outside the Village Hall during the hire period.

20. SMOKING

The hirer is to assume responsibility for ensuring that the no-smoking law is enforced at all times

AS WITNESS the hands of the parties hereto:

Signed by \_\_\_\_\_ on behalf of the Village Hall Date.....

Signed by the person named in paragraph 3 of the Hiring Agreement as or on behalf of the hirer (where applicable) Date.....