

Blackford Village Hall

STANDARD CONDITIONS OF HIRE

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

1. Age

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 supervision of car parking arrangements and avoiding obstruction of access and exit. As directed by the Bookings Secretary, 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 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. The Hirer must undertake that the hall is not being used for any commercial activity that is solely for profit rather than community interest.

4. 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.

5. Licensable activities

The Hall has a Premises License (Number SDCTA6/4899), which permits activities as authorised, see copy on Notice Board or available via the Booking Secretary. The Hall pays the annual subscription for a PPL and PRL via the Music License. If other licences/permits are required in respect of any activity in the village hall the Hirer should ensure that they hold the relevant licence/permit, such as a Temporary Event Notice from Sedgemoor Council.

6. 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 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 comply with the Hall's Health and Safety policy.

The Hirer acknowledges that they are fully aware of the following matters:

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
- The location of fire extinguishers. (Diagram is posted on the notice board in the Hall lobby).
- Escape routes and the need to keep them clear. (Refer to diagram on the notice board).
- 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 a fire.

In advance of use, the Hirer shall check the following items:

- That all fire exits are unlocked and panic bolts in good working order.
- That all escape routes are free of obstruction and can be safely used.
- That any fire doors are not wedged open.
- That exit signs are illuminated.
- That there is no obvious fire hazard on the premises.
- The attendees are familiar with the emergency exit routes.

7. Means of escape

All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.

The emergency lighting illuminating all exit signs and routes must be operational during the whole of the time the premises are occupied.

8. Outbreaks of fire

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Bookings Secretary.

9. 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 hall has a refrigerator; check if plugged into power.

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. In particular, all appliances may need Portable Appliance Testing, See regulations for Low Risk Environments.

11. Insurance and indemnity

The village hall is insured against any claims arising out of its own negligence. However, the Hirer must demonstrate to the Management Committee that they have appropriate insurance in place – in particular when riskier activities are planned like the use of bouncy castles or sporting activities.

(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 structure 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 (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 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 secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the hall secretary to rehire the premises to another hirer.

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 in text/writing. 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 Committee will give assistance where possible in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR).

13. Explosives and flammable substances

The hirer shall ensure that

- Highly flammable substances are not brought into, or used in any part of the premises.
- 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.

14. Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises without the consent of the management committee. Portable Liquefied Propane Gas (LPG) heating appliances shall NOT be used.

15. 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, car park, or in the 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.

16. 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.

17. 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 Disclosure and Barring Service 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 village hall management committee with a copy of their DBS check and Child Protection Policy on request.

18. Fly posting

The Hirer shall not carry out or permit fly posting – unless they have prior agreement from area highways office - 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 action by the local authority.

19. 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 meet Fair Trading Laws.

20. 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.

21. Hall floor

The Hall floor can be damaged by liquids, heavy weights and grit. The Hirer is responsible for the rectification of any damage they cause to this floor. These following risks have been identified, but are not exclusive:

The heavy weights and electric fans used with bouncy castles can easily damage the floor if it is not protected. Sometimes the underside is not clean and sand, earth, and small stones can cause severe damage. The Hirer must demonstrate to the Management Committee that adequate floor protection will be used.

Excess liquid must be removed immediately, and cleaning must only be performed with the approved cleaning fluid and equipment.

22. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the village 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 village hall.

The village hall reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election
- the Village 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 village hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

23. End of hire

All events must finish by the times authorised in the Premises License (see Notice Board). After midnight only those helping to clear up the village hall may remain on the premises. 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.

24. 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, and that no noise nuisance is created outside the hall during the event. Absolutely no noise must be audible outside the hall after midnight.

25. Smoking

Smoking and vaping are prohibited on the premises.

26. Personal and Data Protection

Data is collected on the hiring form and is solely used for the provision of hiring of the Hall. This data is stored for one financial year.

27. Stored equipment

The village hall accepts no responsibility for any stored equipment (by permission only) 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.

28. WiFi

The Hall has broadband and WiFi access. The Password is displayed inside the hall. The Hirer is required to meet the Hall's WiFi Terms and Conditions.

29. Refuse

The Village Hall does not benefit from a refuse collection service. All hirers are required to take their waste out of the Hall after each event and to remove it from the site. The Village Hall reserves the right to make an additional charge if this is not done.

30. No rights

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

31. Complaints

If the Hirer at any stage has any complaint then it should be made in writing (email or letter) as soon as possible after the event to the Booking Secretary who will follow it up as appropriate.

Blackford Village Hall Committee

6 April 2022