



Conditions of Hire 2018

These standard conditions apply to all hirings of the Village Hall. If the Hirer is in any doubt as to the meaning of any of the following, the Hall Secretary or Booking Officer should immediately be consulted (contact details can be found on the website www.malboroughvillage.org.uk), or at the end of this document.

Note that should it be necessary to call the Police then dial 101 for assistance or, if an instant response is required, dial 999.

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. Any person under the age of 16 years of age must be supervised by a responsible adult at all times.

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 and Hall driveway. As directed by the Hall Secretary or Booking Officer 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. **Please note: A CCTV system is installed in the Hall for the safety of both the premises and users. Recorded images will be retained for 30 days and made available to a Police Officer on request if necessary.**

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 Hirer acknowledges that the Village Hall holds a Performing Society Rights Licence which permits the use of copyright music in any form, e.g. record, compact disc, tapes, radio, television or by performers in person. If other licences are required in respect of any activity in the Village Hall the Hirer should ensure that they hold the relevant licence or the Village Hall holds it.

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, the Hall's Fire Risk Assessment (a copy of which can be found on the website) 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. Smoking is prohibited within the Premises.

- (a) The Hirer acknowledges that they will familiarise themselves with:
- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
 - The location and use of fire equipment.
 - Escape routes and the need to keep them clear.
 - Method of operation of escape door fastenings.
 - An 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:
- 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 are no obvious fire hazards on the premises.

8. 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.

9. Outbreaks of fire

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

10. Health and hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.

11. 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.

12. 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 and its surrounds or the contents of the premises.
(Note: One off bookings shall be liable to pay a £50 returnable deposit to cover any damage which may be caused during a hire)
 - (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, 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.

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

13. 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 and complete the relevant section in the Village Hall's accident book located with the first aid box in the main Kitchen. Any failure of equipment belonging to the Village Hall must also be reported as soon as possible, by noting this on the clipboard, in the Kitchen.

14. 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.

15. 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. Any problems associated with the heating provided in the Main Hall and Annexe should be reported to the Booking Officer or Hall Secretary.

16. 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. Where it appears to the person selling the alcohol that the customer may be under the age of 25 years, they are required to ask them for identification to prove that they are over the age of 18 and can lawfully purchase alcohol.

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. This incident must be recorded in the Hall Incident Book which is kept in the Main Hall Kitchen with the Accident Book.

17. 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.

18. 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 Criminal Records 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 CRC and Child Protection Policy on request.

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 are based only on Manufacturers' Recommended Retail Prices.

20. Cancellation

The Deposit of 33% of the Hire Charge due for the event booked will only be returnable if more than 14 days notice of cancellation is given. This does not apply to regular bookings. The Village 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 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
- (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 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. 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 any other licensing condition for the premises. The Hirer shall ensure that all emergency exits are kept closed but not locked whilst amplified music is being played.

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. The Hirer shall ensure that:

- All Main Hall chairs are stacked against the walls – stacks to be no more than 8 chairs high
- All Main Hall tables are folded and returned to the labelled areas in the corner of the Hall
- All Annexe tables are folded and returned to their position against the wall (with the exception of the static tables)
- All Annexe chairs to be stacked no more than 6 chairs high
- All toilets have been flushed and taps switched off
- All lights (except emergency lights) and heaters are switched off
- All Fire Escape doors should be checked to ensure securely closed
- The keys are returned as directed by the Booking Officer.

23. 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.

24. 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 Hall Secretary. 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 if any damage caused to the premises by such removal. No items considered to be part of the Hall's fixtures and fittings, including curtains, may be removed without the written consent of the Hall Secretary, such consent having been agreed by the Management Committee. The notices on the Entrance Hall noticeboard may not be removed nor staples or drawing pins used in the surround of this board. Should an event require to personalise certain areas then the Booking Officer or Hall Secretary should be consulted.

27. No rights

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

28. Dangerous and unsuitable performances

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

29. Hiring Rates

The Hirer should be aware that the rates of hire are reviewed by the Hall Management Committee in the November of each year and new rates are published no later than/on or before the **1st January** each year. Any advance bookings should note that hire rates may be adjusted each year and that the hire charge for the event will be at the rate prevailing at the time of the event.

30. Parking

Visitors attending a function at the Hall may park in the Village Hall Car Park. It should be noted that cars should first of all park in the Car Park before parking anywhere else in the vicinity of the Hall. Parking on the Access Path to the Hall may only be for the purpose of loading and unloading.

Such parking is at the risk of the driver and the Hall accepts no responsibility for any damage caused. If the function is of sufficient size, then the Hirer may ask the Booking Officer if they may use the overflow car parking for which set up information will be supplied

31. Useful Information

The Hirer should note the following:

No hand towels, dishcloths or cutlery are provided
Washing Up Liquid is provided in both the Main and Annexe Kitchens
Toilet Paper and Soap is provided in the Toilets
The crockery and glassware provided in the Kitchens is available for use but if this is used please ensure it is returned, clean to the correct cupboard.
There are labelled instructions for the Water Heater and Dishwasher
The Main Hall Cooker will not operate if the Clock is flashing – this will need to be set using the instructions to be found in the instruction book folder on the side of the cupboard to the right of the opening hatch

In the Main Hall there are:

17 x 1.8m Folding Tables
12 x 1.2m Folding Tables
2 x .75m Square Static Tables

In the Annexe there are:

3 x 1.8m Folding Tables
3 x 1.2 Static Tables
1 x .68 Static Tables

Booking Officer: ***Mrs Val Jevans, 01548 561841***

Hall Secretary: ***Mr Tim Chandler, 01548 561678***