# Hampton Lovett & Westwood Village Hall Standard Conditions of Hire

All definitions and descriptions in the Hiring Agreement, apply equally to the Standard Conditions of Hire. If the HIRER is in any doubt as to the meaning of any of the following, the BOOKING SECRETARY should be consulted immediately.

### 1. Supervision

The HIRER will, during the period of the hiring, appoint a responsible for supervisor for the PREMISES, the fabric and the content; 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 obstructions of the highway and any escape route from the building for emergency vehicles.

## 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, nor use the PREMISES or allow the PREMISES to be used for any unlawful purpose or in any unlawful way, nor to 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 other than permitted in accordance with Condition 3(a) below.

## 3. Licences

## Alcohol

The VILLAGE HALL does not have a licence under the provisions of the Licensing Act 2003 and if alcohol is to be provided or involved in any function organised by the HIRER, who will be held legally responsible, the HIRER shall contact the BOOKING SECRETARY by email giving full information.

If the event involves a licensable activity in respect of the supply of alcohol, the HIRER must advise the BOOKING SECRETARY and the HIRER is responsible for obtaining authority under the Licensing Act 2003 by means of a Temporary Event Notice ("TEN") from Wychavon District Council. A copy of the authority must be provided for the BOOKING SECRETARY no later than 7 days before the event, pinned to the kitchen Notice Board. The HIRER is responsible for complying with the terms of the TEN. The bar is to be closed half an hour before the end of the hire period.

There are severe penalties for breach of licence conditions relating to the supply of alcohol.

# 4. 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, Risk Assessment or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays. The HIRER may be asked to co-operate in fire drills. Note Item 23 additional security conditions (a).

# 5. 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

# 6. Health and Hygiene

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

# 7. Drunk and disorderly behaviour and supply of illegal drugs.

Drunk or disorderly behaviour is not permitted on the PREMISES during the period of hire. No illegal drugs may be brought onto the PREMISES.

# 8. Electrical Appliance Safety

The HIRER shall ensure that any electrical appliances brought by the HIRER to the PREMISES have the appropriate safety certificates, with a visible Pat Test Certificate, and are in good working order and are used in a safe manner.

### 9. 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 VILLAGE HALL and no animals whatsoever are to enter the kitchen at any time.

## 10. Compliance With The Childcare Act

The HIRER shall ensure that any activities for children under eight years of age comply with the provisions of The Childcare Act 2006 and that only fit and proper persons have access to the children.

## 11. 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 the VILLAGE HALL accordingly against all action, claims and proceedings arising form any breach of this condition. Failure to observe this condition may lead to prosecution by the Local Authority.

### 12. Sale of Goods

The HIRER shall, if selling goods on the premises (by agreement), comply with Fair Trading Laws and any code of practice used in the 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. Indemnity

The HIRER shall indemnify the VILLAGE HALL for the cost of repair of any damage done to any part of the PREMISES, including the curtilage thereof, or the contents of the buildings which may occur during the period of hire or as a result of the hiring.

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 by signature) whilst using the PREMISES. The VILLAGE HALL is insured against claims arising out of its own negligence.

The VILLAGE HALL accepts no responsibility for any personal loss sustained or theft from or injury to persons in any part of the PREMISES.

### 14. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury, no matter how small, as soon as possible to the Booking Secretary, the telephone number is on the Notice Board and in the Accident Book, which can be found in the First Aid cupboard at the side of the sink.

All documentation must be completed at the time of the accident, if not possible then at the very first available opportunity.

### 15. Outbreaks of Fire

The Fire Brigade shall be called to any outbreak of fire and details thereof shall be given to the Booking Secretary in writing by email or letter.

Fire Assembly Points are at the REAR OF THE CAR PARK and THE FRONT OF THE HALL.

### 16. Dangerous Performances

Performances involving danger to the public shall not be given.

## 17. Explosives and Flammable Substances

Highly flammable substances shall not be brought into or used in any portion of the PREMISES.

No internal decoration of the PREMISES with items of a combustible nature (e.g. polystyrene, cotton wool) is permitted without the consent of the BOOKING SECRETARY.

# 18. Heating and Cooking

No unauthorised heating appliances shall be used on the PREMISES when open to the public without the consent of the VILLAGE HALL. No portable Liquefield Propane Gas (LPG) appliances of any kind shall be used under any circumstances.

## 19. Lighting & Electrical

No unauthorised lighting, including candles or other lights using naked flames, shall be used. During the hours of darkness the building must be vacated if the lighting fails and is not restored within 15 minutes. It is absolutely forbidden for the HIRER to remove covers from the hall's electrical equipment or plug tops, or interfere in any way with the electrical installation other than to put main switches to OFF in an emergency.

### 20. Cancellation by the HIRER

If the HIRER wishes to cancel the booking before the date of the event, the question of payment or repayment of any part of the total hire fee shall be at the discretion of the VILLAGE HALL.

## 21. Cancellation by the VILLAGE HALL

The VILLAGE HALL reserves the right to cancel this hiring at any time if:

(a) The PREMISES are required for use as a Polling Station for a Parliamentary or Local Government election or by-election.

- (b) The PREMISES or any part thereof become unfit for the use for which it as been hired.
- (c) The VILLAGE HALL reasonably consider that the hiring will lead to a breach of any of the conditions or that unlawful or unsuitable activities will take place at the PREMISES as a result of this hiring.

Following such cancellation, the HIRER shall be entitled to reimbursement of any deposit which has been paid under the agreement. The VILLAGE HALL shall not be liable for any resulting direct or indirect loss or damage whatsoever.

# 22. Noise

The HIRER shall ensure that the minimum of noise is made on arrival during the hiring and on departure. The HIRER shall also take note of the conditions applicable to the HIRER in the *Premises Licence – Summary*, a copy of which is posted on the noticeboard or maybe obtained from the BOOKING SECRETARY. In particular, the HIRER should note that the PREMISES entertainment licence ends at midnight, except on Sundays when it ends at 10.30 pm. The Hall is fitted with a sound monitor and the HIRER must comply with the instructions attached thereto.

# 23. Additional Security Conditions

- In advance of the use of the PREMISES, the HIRER shall: (a) Decide upon the action to be taken in event of fire, ring 999, this includes calling the Fire Brigade and evacuating the hall. Identify the location and use of fire equipment. Identify the escape routes and the need to keep them clear, check that fire escape doors open easily - The attached plan shows the location of fire exits. The intended escape routes and fire extinguishers. It should be carefully studied by the HIRER and, depending on the nature of the event, also by stewards and other helpers. Ensure that less mobile persons are seated away from the immediate vicinity of exit routes so that, in the event of an emergency, the risk to them and others making a rapid escape is minimised. Identify the method of operation of escape door fastenings. Appreciate the importance of any fire doors and of closing all the fire doors at the time of a fire and when leaving the building. (b) During the use of the PREMISES, the HIRER shall: Ensure that adequate access ways around tables and chairs and other furniture are maintained to ease escape. That all escape routes remain free of obstruction and can be safely used. That any fire doors are not wedged open. That there are no obvious fire hazards on the premises. In the hours of darkness switch on lighting in the corridors and toilets and other rooms as
- (c) At the end of use of PREMISES, the HIRER shall check that: There is no risk of fire or appliances left switched on. All taps at sinks are turned off. All windows and external doors are secure. The owners of any vehicles left in the car park are aware that the car park maybe locked overnight and vehicles must be recovered the following morning by arrangement.

required. Check that illuminated exit signs in all areas of use are on.

### 24. Rubbish Clearance

The HIRER is responsible for proper removal and disposal of all rubbish, instructions on the kitchen noticeboard, arising from the their hire. Waste bins are provided in the Car Park, bottles and plastic items to be disposed of in the Green Bin and everything else in Black Bin, which is in the cupboard on the left of the kitchen door.

# 25. 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 maybe charged a further hiring fee if the PREMISES are not vacated at the end of the time set out in the PERIOD OF HIRE.

For bookings through to 11.30 pm, the VILLAGE HALL allows a half hour for cleaning and clearing, included in the hiring fee.. If the PREMISES are not properly vacated by that time, a further hiring fee is payable at the rate of £40 per hour or part thereof.

