# Puncknowle, Swyre and West Bexington Village Hall

# Terms and Conditions of Hire

These Terms and Conditions apply to all hirings of the Village Hall, and a copy will be made available to all Hirers. If the Hirer is in any doubt as to the meaning of the following, the Village Hall Management Committee ("Management Committee") 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, for the 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 proper supervision of car parking arrangements to avoid obstruction of the highway. As directed by the Management Committee, 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 or unsuitable 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 prior written permission. The Village Hall shall not be used for overnight sleeping without prior written permission.

**4 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; and

(ii) all claims, losses, damages, and costs made against or incurred by the 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 Management Committee, their 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

(iv) subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of the Management Committee and the Village Hall's volunteers, agents and invitees against such liabilities.

(b) The Management Committee insures 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 Management Committee shall claim on its insurance for any liability of the Hirer hereunder, but the Hirer shall indemnify and keep indemnified each member of the Management Committee and the Village Hall's volunteers, agents and invitees against any insurance excess incurred and the difference between the amount of the liability and the monies received under the insurance policy.

(c) Where the Management Committee 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 Management Committee. Failure to produce such a policy and evidence of cover will render the hiring void and enable the Management Committee to rehire the premises to another Hirer. The Village Hall is insured against any claims arising out of its own negligence.

**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 Music copyright licensing**

The Hirer shall ensure that the Management Committee holds relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, the Hirer holds a licence.

**7 Film**

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.

**8 Childcare Act 2006**

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable Groups Act 2006, and only fit and proper persons who have passed the appropriate Disclosure and Barring Service checks should 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 Management Committee with a copy of their DBS check and Child Protection Policy on request.

**9 Public safety compliance**

The Hirer shall comply with all conditions and regulations made with respect to the premises by the Local Authority, the Licensing Authority, and the Village Hall's Fire Risk Assessment, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided, or which is attended by children. The Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to the Management Committee.

In advance of any activity, whether regulated entertainment or not, the Hirer shall check that:

- All fire exits are unlocked and in good working order.

- All escape routes are free of obstruction and can be safely used, for instant free public exit.
- Any fire doors are not wedged open.
- Exit signs are illuminated.
- There are no obvious fire hazards on the premises.
- Emergency lighting supply illuminating all exit signs and routes is turned on during the whole of the time the premises are occupied.

**10 Noise**

The Hirer shall ensure that a minimum of noise is made on arrival and departure, particularly late at night and early in the morning.

**11 Drunk and disorderly behaviour and supply of illegal drugs**

The Hirer shall ensure that care shall be taken to avoid excessive consumption of alcohol, to avoid disturbing neighbours to the Village Hall, and to avoid violent or criminal behaviour.. No illegal drugs may be brought onto the premises. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. 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 in accordance with the Licensing Act 2003.

**12 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.

**13 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 safely in accordance with the Electricity at Work Regulations 1989.

**14 Stored equipment**

The Management Committee accepts no responsibility for any stored equipment or other property brought onto 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.

**15 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 thereunder. Any person who breaches this provision shall be asked to leave the premises. The Hirer shall ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches, etc. in a tidy and responsible manner, so as not to cause a fire or litter the premises.

**16 Accidents and dangerous occurrences**

Any failure of equipment belonging to the Village Hall or brought in by the Hirer must also be reported as soon as possible. The Hirer must report all accidents involving injury to the public to the Management Committee.

**17 Explosives and flammable substances**

The Hirer shall ensure that highly flammable substances are not brought into, or used in any part of the premises; and that no internal decorations of a combustible nature shall be erected without the consent of the Management Committee. No decorations are to be put up near light fittings or heaters.

**18 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.

**19 Animals**

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

**20 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.

**21 Cancellation**

If the Hirer wishes to cancel the booking before the date of the event and the Management Committee is unable to secure a replacement booking, the Management Committee reserves the right to require payment of the hire fee.

The Management Committee 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 Management Committee reasonably considers that such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or 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 Management Committee shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

**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 Management Committee reserves the right to make an additional charge.

**23 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 Management Committee. Any alteration, fixture, fitting, or attachment so approved shall, at the discretion of the Management Committee, remain in the premises at the end of the hiring. It will become the property of the Management Committee unless removed by the Hirer, who must make good to the satisfaction of the Management Committee any damage caused to the premises by such removal.

**24 No rights**

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