

Conditions applying to the Hiring of Egmonton village hall (2012)

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 during the hire 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 proper supervision of car parking arrangements. 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 agrees not to exceed the maximum permitted number of people (100) including the organisers/performers. 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.
4. **Special conditions for one-off events (e.g. wedding and birthday parties).** The prospective hirer must have completed the booking form on-line as accessed from the hall's website and have check-ticked the "have read and accept the booking conditions" box preceding the booking form page. Alternatively, the member of the committee taking the booking will obtain the prospective hirer's signature on the printed conditions sheet and will highlight the important conditions of hire. Condition No 2 relating to supervision and payment for damages is especially important.

Whichever member of the committee shows the prospective hirer the hall and its facilities prior to hire, or is in any other way the first contact, will advise the hirer which member of the management committee "the manager" will be their sole point of contact from then on. Handing out keys or not and future times of viewing will be at the sole discretion of the manager.

The manager will determine exactly what the hirer intends to do at the hall and with the hall and, if in doubt, get a consensus from the committee before agreeing to the hire.

The manager will agree with the prospective hirer the overall time block of usage including set-up and clear-up stressing that in the interest of other users and efficient management time, such agreement must be adhered to. The manager will "price" the booking at the standard rate (currently £10 per hour) and request a 50% reservation fee as a condition of accepting the booking. This fee will be returned in full if the booking is cancelled more than seven days ahead of the event, otherwise it will be sacrificed.

Under no circumstances will the hirer be entitled to remove, add to or in any way change the facilities and infrastructure of the hall other than superficial decoration such as balloons and bunting. This includes incisions to walls, ceilings and woodwork. *This condition is additional to and not substitutinal for other conditions.*

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. **Licensable activities:** If licences are required in respect of any activity the Hirer should ensure that they hold the relevant licence or the village hall holds it.
7. **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, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children.
8. **Means of escape:** All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.

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 secretary of the management committee.
10. **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.
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.
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** and complete the relevant section in the village hall's accident book. Any failure of equipment belonging to the village hall must also be reported.
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 and that 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.
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 or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk or 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.
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 committee. 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 Criminal Records Bureau checks have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities.
18. **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.
19. **Film shows:** Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification.
20. **Cancellation:** If the Hirer wishes to cancel the booking before the date of the event the repayment of the fee shall be at the discretion of the village hall committee. The village hall 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 Village Hall management committee reasonably consider 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 committee shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

21. **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, including furniture, temporarily removed from their usual positions properly replaced, otherwise the village hall committee shall be at liberty to make an additional charge. Secure tables in trolley with safety strap.
22. **Noise:** The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night
23. **Stored equipment:** The village hall committee 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 Committee. The hirer must make good any damage caused to the premises.
25. **No rights:** The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.
26. **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.