

EVENLEY VILLAGE HALL

SCHEDULE OF STANDARD CONDITIONS OF HIRE 2019

The following standard conditions of hire must be read & the booking form signed before the booking is accepted

1. 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. As directed by the Hall Management Committee, the Hirer shall pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

2. Use of Premises

The Hirer 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.

Evenley Village Hall does not have a television licence therefore you must not plug in any device to access TV or live on an online TV service.

3. 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.

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 Licensing Authority 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.

(a) Before the Hall is occupied, The Hirer must check and familiarise themselves with the Fire Action points below and inform their guests accordingly:

- In the event of a fire, the village hall should be evacuated in an orderly manner using the appropriate exits and the Fire Brigade called by dialling 999.
- The location and use of fire equipment as detailed on plan.
- That escape routes are clear and must be kept clear.
- All fire exits to be kept clear from obstruction & impediments
- 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.

(b) In the event of a fire however slight, details should be given the Hall Booking Manager

5. Health and Hygiene.

The hirer shall, if providing, serving or selling food, observe all relevant food health and hygiene legislation and regulations

6. 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.

7. Indemnity

(a) 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) the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises (b) all claims, losses, damages and costs 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 (c) all claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer.

(b) The Hirer may wish to take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against the Hirer's liability under paragraph 7(a).

(c) The Village Hall Management Committee is insured against any claims arising out of its **own** negligence.

8. 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 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 Hall Safety Officer will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

9. 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.

(c) No smoking – Evenley Village Hall operates a **No Smoking** policy

10. 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. Portable Liquefied Propane Gas (LPG) heating appliances must not be used.

11. 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. 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.

12. 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.

13. 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). The Hirer shall provide the Village Hall Management Committee with a copy of their Child Protection Policy on request.

14. 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 Management Committee. The Village Hall 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 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.
- (e) Any maintenance work or improvements being carried out at the hall that is likely to interfere with the hirers' activities or is likely to cause harm to hirers

In any such case the Hirer (at the discretion of the EVHMC) may be entitled to a refund of any payment already made, but the EVHMC shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

15. End of Hire

The Hirer shall be responsible for leaving the premises and surrounding area clean and tidy, hall floors & other areas should be swept, toilets flushed, kitchen surfaces cleaned, windows & doors properly locked and secured unless directed otherwise & any contents temporarily removed from their usual positions properly replaced, & all lights (external & internal) must be switched off otherwise the Village Hall Management Committee shall be at liberty to make an additional charge. Rubbish to be put in the appropriate wheelie bins, located adjacent to the wooden gates in the car park. Please observe recycling as much as possible. Any excess amount of rubbish must be removed from the premises and disposed of.

Keys must be returned to the keysafe which is located on the wall, next to the defibrillator cabinet, **on no account must the keys be removed from the premises**

16. 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.

17. Stored Equipment

The Village Hall Management 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.

The Village Hall Management Committee may, in its discretion in any of the following circumstances, namely-

- (a) in respect of stored equipment; failure by the Hirer either to pay any storage charges due and payable or to remove the same within 7 days after the agreed storage period has ended
- (b) in respect of any other property brought on to the premises for the purposes of the hiring; failure by the Hirer to remove the same within 7 days after the hiring dispose of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

18. No Alterations

No alterations or additions may be made to the premises nor decorations, notices etc. be attached to the walls. Sellotape, blu-tack and other methods of fixing must not be used on the walls. Any alteration, fixture or fitting or attachment so approved shall, at the discretion of the Village Hall Management Committee 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 Committee any damage caused to the premises by such removal.

19. No Rights

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

This updated document was approved by the Trustees of the Evenley Village Hall Management Committee at its meeting held on Monday 14th January 2019