

# **Holcombe Village Hall. Standard Conditions of Hire.**

*Issue: December 2014*

## 1. Responsibilities of Hirer

**The Hirer** shall, during the Period of Hire, be responsible for the 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, access to garages and adjacent properties and roads, ***noting that parking is not permitted in the adjacent Mendip Gardens as it is a Private Road.***

## 2. Further Responsibilities of the Hirer

In the case of public entertainments, private parties and discos **the Hirer** shall ensure that he/she is assisted by 2 attendants per 100 persons or part thereof such attendants being not less than 21 years of age.

**The Hirer** shall also pay attention to the maximum numbers permitted under the conditions of the Public Entertainments Licence:-

- a) **100** when used for a closely seated audience. (\*see below)
- b) **100** when used for dancing.
- c) **74** when seating is provided.
- d) **89** when used for dancing and seating is also provided at tables.

\* Where there is an event with a closely seated audience, the committee must be notified so that regulations can be adhered to, when siting chairs to ensure compliance with fire and safety access requirements.

In the interest of Public Safety, and so as to avoid causing a nuisance to local residents, **the Hirer** shall ensure that any persons at an event should be contained either within the village hall or on the playing field opposite. **The Hirer** shall also ensure that the minimum of noise is made on arrival and departure.

## 3. Use of Premises

**The Hirer** shall not use the premises for any purpose other than for the Permitted Use 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 alcoholic liquor without written permission.

4. Insurance

**The Hirer** shall inspect a copy of the insurance policy and shall be deemed to have understood and accepted the terms.

5. Deposit

**The Hirer** shall pay the deposit (where requested) and the booking shall not be confirmed until the deposit has been paid. If the deposit has not been paid after one week from the date of booking, then the booking will be cancelled.

6. Licences

Where the sale of alcohol is required, application must be made to the Village Hall Management for use of village hall bar licence together with a non refundable fee of £25 to be paid 14 days in advance of event. The bar license agreement must be read and signed in duplicate, one copy being for the hirer and one copy for VH management committee records.

7. 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.

8. Public Safety Compliance

**The Hirer** shall comply with all conditions and regulations made in respect of the Premises by the Fire Authority, Local Authority and Magistrates' Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays.

9. Health and Hygiene

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

10. Electrical Appliance Safety

**The Hirer** shall ensure that any electrical appliances brought by him/her to the Premises and used there shall be safe and in good working order and used in a safe manner. Where a residual circuit breaker is provided under the terms of a Public Entertainment Licence or Community Premises Licence **the Hirer** must make use of it in the interests of public safety.

11. Indemnity

**The Hirer** shall indemnify the Committee 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 as a result of the hiring.

**The Hirer** shall be responsible for making arrangement to insure against any third party claims which may lie against him or her (or the organisation if acting as a representative) whilst using the Premises. (Holcombe Village Hall is insured against claims arising out of its own negligence.)

#### 12. Noise levels during Period of Hire

Holcombe Village is entitled to expect fair dealing from those who use the Premises and the Committee reserves the right to withdraw electrical supplies to any "musical equipment" i.e. speakers and musical instruments etc, should the Committee decide the noise level is so great as to cause a nuisance to local residents. **In all cases disco music must finish promptly by 11pm Sun-Thurs and 12 o'clock midnight on Friday and Saturday nights.**

#### 13. Damage Bond

The Committee require at its discretion, Hirers to pay as well as a Deposit a further sum called the "Damage Bond". The amount will be notified to the Hirer and it will be held until the period of Hire has been completed and the premises inspected by the Committee to ensure that all the conditions of this Agreement have been complied with. If no damage has been done and the Premises are left in as good and clean condition as they were at the beginning of the Period of Hire the whole of the Damage Bond Deposit will be repaid forthwith. If there has been damage or if cleaning or repair is needed the Committee will assess the value and refund the balance after deducting the remedial costs.

#### 14. Advertising

A Hirer who advertises an event shall observe the law and any local byelaw relating to advertising of functions and **the Hirer** shall not carry out or permit fly posting or any other form of unauthorised advertisement for any event taking place at the Premises and shall indemnify the Committee accordingly against all action, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

#### 15. 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 manufacturer's recommended retail prices.

16. 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 1989 and that only fit and proper persons have access to the children.

17. Accidents and Dangerous Occurrences

**The Hirer** shall report all accidents involving injury to the public to the Village Hall Chairperson as soon as possible. Any “near miss” or incident, or failure of equipment either that belonging to the hall or brought 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 relevant authority by the Village Hall Committee. This is in accordance with the Health and Safety Executive – Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995.

18. Animals

**The Hirer** shall ensure that no animals (including birds) except guide dogs are brought onto the Premises other than for a special event agreed to by the Committee. **No animals whatsoever are to enter the kitchen at any time.**

19. No 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 hereunder. Any person who breaches this provision shall be asked to leave the premises.

20. Cancellations

If **the Hirer** wishes to cancel the booking before the date of the event and the Committee is unable to conclude a replacement booking, the question of payment or repayment of the fee shall be at the discretion of the Chairperson.

21. Elections

**The Committee** reserves the right to cancel this Hiring in the event of the hall being required for use as a Polling Station for a parliamentary or Local Government election or bye-election, in which case **the Hirer** shall be entitled to a refund of any deposit already paid.

22. Premises rendered unfit for use

In the event of the Premises or any part thereof being rendered unfit for the use for which it has been hired the Committee shall not be liable to **the Hirer** for any resulting loss or damage whatsoever, but shall refund any Deposit, Damage Bond or Hiring Fee already paid

23. Premises at end of Period Hire

At the end of the Period of Hire, **the Hirer** shall be responsible for the leaving the Premises and surrounding area in a clean and tidy condition. Any contents temporarily removed from their usual positions properly replaced. It is the responsibility of **the Hirer** to set up and replace any furniture or other items such as chairs and tables in the store room at the end of the hiring period.

**THE HIRER SHALL REMOVE ALL RUBBISH AT THE END OF THE HIRING. NO RUBBISH SHALL BE LEFT IN OR OUTSIDE THE PREMISES, IN THE CAR PARK OR THE SURROUNDING AREA. AN ADDITIONAL CHARGE MAY BE MADE, IF LEFT EITHER AT THE PREMISES OR THE SURROUNDING AREA.**

**The Hirer** shall at the end of hiring ensure that the building is secure with all doors and windows closed and locked and all lights and the **heating switch turned to the (auto) position.**

24. Refusal of Booking

**The Committee** reserves the right to refuse a booking without notice or to cancel this Hiring Agreement at any time either before or during the term of the agreement upon giving 7 days notice in writing to the hirer.

**The Hirer** shall be entitled upon such notice to reimbursement of such monies including the deposit or a proportion of the same as have been paid by **the Hirer** to the Committee but the Committee shall not be liable to make any further payment to **the Hirer.**

Consideration for Others

**Please ask any guests to leave quickly and quietly at the close of your event. Car door banging and loud talk outside the hall is disturbing to local residents.**

**Special Conditions:**

**The Hirer** shall comply with the Premises Licence/Theatre Licence/Community Premises Licence Conditions attached to this agreement.

Signed by the said .....

On behalf of the Hirer .....

Date .....

SIGNED by the said **Margaret Blount** – Secretary, or the said **Margaret Read** – Booking Secretary, duly authorised , on behalf of the Village Hall’s Management Committee.

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Date .....