

Barroway Village Hall Standard Conditions of Hire

(If the Hirer is in any doubt as to the meaning of the following, the Village Hall Secretary or Booking Secretary should be consulted immediately)

For the purpose of these conditions, the term HIRER shall mean an individual hirer or, where the hirer is an organisation, the authorised representative

1. Supervision

THE HIRER will, during the period of the hiring, be responsible for supervision of the premises, the fabric and the content; their care, safety from damage however slight; or change of any sort and for the behaviour and welfare of all persons using the premises whatever their capacity; including proper supervision of car parking arrangements so as to avoid injury and obstruction of the highway and any escape route from the building.

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 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.

3. Licences

If **ALCOHOL** is to be provided or involved in any function organised by **THE HIRER** then

THE HIRER must inform the committee of whom will be appointed to take responsibility for the supply of alcohol at the event and obtain the committee's permission in writing. The hiring for that event shall not be allowed by the committee until it has been confirmed that the arrangements for alcohol are within the requirements of the hall's licence.

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

4. 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.

5. 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. **We may ask you to co-operate in fire drills.**

6. Health and Hygiene

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

7. Electrical Appliance Safety

THE HIRER shall ensure that any electrical appliances brought by him to the premises and used there shall be safe and in good working order and used in a safe manner.

8. Indemnity

THE HIRER shall indemnify the committee for the cost of repair of any damage done to any part of the property including the curtilage thereof or the contents of the buildings which may occur during the period of the hiring 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) whilst using the village hall.

9. Accidents and Dangerous Occurrences

THE HIRER must report all accidents involving injury to the Booking Secretary or other Committee Member as soon as possible **and** record details in the Accident Report Book located in the kitchen.

Any failure of equipment, either that belonging to the 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. This is in accordance with the Executive Reporting of Injuries, Diseases and Dangerous Occurrences Regulation 1995.

If the Hirer sees something which could be dangerous in or around the hall he should advise the Bookings Secretary or other member of the Committee at the earliest opportunity and if practical take steps to warn other Hirers, e.g. with a temporary notice.

10. 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 committee and no animals whatsoever are to enter the kitchen at any time.

11. Compliance With The Children Act

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 have access to the children.

12. 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 hall 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.

13. 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.

14. Cancellation

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 the payment or the repayment of the fee shall be at the discretion of the committee.

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.

15. Unfit for Use

In the event of the hall 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.

16. 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 seven days notice in writing to the hirer.

17. 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 committee shall be at liberty to make an additional charge.

18. Noise

THE HIRER shall ensure that the minimum of noise is made on arrival during the hiring and on departure. Take note of the conditions applicable to the Hirer in the Premises License, a copy of which is posted on the noticeboard or obtained from the Secretary.

19. Outbreaks of Fire

Fire extinguishers are provided for very small fires and persons using them must not put themselves in danger. Priority must be given to escaping from the building. The Assembly Point is the Teenage Shelter on the Playingfield. The Hirer should try to account for everyone who was present at the function. Re-entering the building to search for missing persons could be very dangerous. All outbreaks of fire must be reported to the management committee.

20. Means of Escape

All means of exit from the premises, which includes all internal corridors and lobbies, exit doors, external pathways and steps, must be kept free from obstruction and immediately be available for instant free public exit. There must be a clear escape route through parked cars.

21. Dangerous Performances

Performances involving danger to the public shall not be given.

22. Explosives and Flammable Substances

Highly flammable substances shall not be brought into, or used in any area of the premises. No internal decorations of a combustible nature (eg polystyrene, cotton wool) shall be erected without the consent of the management committee.

23. Heating and cooking

No unauthorised heating appliances shall be used on the premises when open to the public without the consent of the management committee. No Portable Liquefied Propane Gas (LPG) appliances of any kind shall be used under any circumstances.

24. Lighting & Electrical

No unauthorized lighting shall be used; candles or other lights using flame shall not be used in any circumstances. 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 hirers 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 emergency.

25. Risk Management

In advance of the use of the building, **THE HIRER** shall:

- Familiarise themselves with Barroway Drove Village Hall Health & Safety Policy (copy located in Hall and available on request).
- 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 fire doors at the time of a fire and when leaving the building

During the use of the building, **THE HIRER** shall ensure

- that adequate accessways 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 lighting in the corridors and toilets and other rooms is switched on as required and that illuminated exit signs in all areas of use are on.

At the end of use of the building **THE HIRER** shall

- Check that there is no risk of fire from cigarette ends or appliances left switched on; all taps at sinks and water heaters are turned off and all windows and external doors are secure.
- **Remove and dispose of all rubbish.**

Important: If a public event is being organised e.g. bingo, or the activity taking place is considered high risk e.g. sport, a full risk assessment should be carried out and available to the committee on request.