

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. Age

The Hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge, both off and on the premises at all times when the public are present 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
- 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

As directed by the Booking Secretary, 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 (including the car park) 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 written permission.

Licences and Legislation

(a) The Hall has a licence for the sale of alcohol. The Hirer, with the prior agreement of the Trustees, shall be responsible for the sale, supply or consumption of alcohol in accordance with that licence and with any restrictions imposed by the Trustees.

(b) Without such agreement, the Hirer must not sell or supply alcohol in a manner which would require a licence.

(c) 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, and copyright.

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

(ii) all claims, losses, damages and costs made against or incurred by the Village Hall 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 Village Hall Management Committee, their employees, 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 subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of the Village Hall Management Committee and the Village Hall's employees, volunteers, agents and invitees against such liabilities.

(b) The Village Hall shall take out adequate insurance to insure 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 Village Hall shall claim on its insurance for any liability of the Hirer here-under but 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) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.

(c) Where the Village Hall 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 Village Hall booking Secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the Village Hall booking Secretary 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. 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. This Agreement confers the required permission on you. (The Deregulation Act 2015 requires you to have our written permission to show a film).

7. Safeguarding children, young people and vulnerable adults

The Hirer shall ensure that any activities for children, young people and other vulnerable adults are only provided by fit and proper persons in accordance with the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, The Hirer shall provide the Village Hall Management Committee with a copy of their Safeguarding Policy and evidence that they have carried out relevant checks through the Disclosure and Barring Service (DBS).

8. 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, and the hall's Fire Risk Assessment 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.

The Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to the Village Hall Booking Secretary.

9. 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.

10. 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
- 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.

11. 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. The premises are provided with a refrigerator.

Please bring your own towels, tea towels, dishcloths and washing-up consumables, and take them home with you for washing or disposal. Any towels, tea towels or dishcloths found to be left drying after a hire will be disposed of.

At the end of your hire, please remove all rubbish and take it away with you. Any rubbish or recyclable material left in the hall or, in the vicinity of the hall may incur a charge.

12. 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. Where a residual circuit breaker is provided the Hirer must make use of it in the interests of public safety.

Any damage caused to the Village Hall as the result of electrical appliances brought into the Village Hall shall be the responsibility of the Hirer. All trailing leads and extensions should be covered in a safety trunking, covered with a safety mat, or securely taped down.

13. Stored equipment

The Village Hall 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 may use its discretion in any of the following circumstances:

- (a) Failure by the Hirer either to pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended.
- (b) Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in the Village Hall Management Committee disposing 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.

14. 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

15. Accidents and dangerous occurrences

Any failure of equipment belonging to the Village Hall or brought in by the Hirer must be reported as soon as possible. The Hirer must report all accidents involving injury to the public to the Booking Secretary as soon as possible and complete the relevant section in the Village Hall's accident book. Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. The Booking Secretary will give assistance in completing this form and can provide contact details of the Incident Contact Centre. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

16. 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 Village Hall Management Committee. No decorations are to be put up near light fittings or heaters

17. 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 shall not be used.

18. Animals

The Hirer shall ensure that no animals (including birds) except assistance dogs, or similar, 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.

19. 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 premises and shall indemnify and keep indemnified each member of the Village Hall's Management Committee accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

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

The Village Hall reserves the right to cancel this hiring by written notice to the Hirer in the event of:

The premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election.

The Village Hall Management Committee reasonably considering 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
- the premises becoming unfit for the use intended by the Hirer
- 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 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 Village Hall shall be at liberty to make an additional charge.

23. No Alterations

No alterations or additions may be made to the premises. No fixtures may 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 Village Hall Management Committee. 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 Village Hall any damage caused to the premises by such removal.

24. No Rights

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

25. 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.

26. Dangerous and unsuitable performances

Performances involving danger to the public or of a sexually explicit nature shall not be given.

26. Risk Management

A full and thorough risk assessment of all aspects of hall use has been carried out by the Management Committee; copies are available in the health & safety file in the foyer and on request from the Booking Secretary. 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 by the Hirer/organiser and copies made available to the Village Hall Management Committee on request.

HIRER FIRE HAZARD RESPONSIBILITIES

The Hirer is responsible for taking reasonable precautions to minimise the risk of fire and injury to all occupants. These precautions include: –

- Fire safety checks before admission of public and before leaving
- Acquainting themselves with the action to be taken in the event of fire (see attached fire instructions). This includes hall evacuation and calling the fire service
- Identifying the location of all fire alarms, fire extinguishers and escape routes, and keeping them clear at all times
- Knowing how to operate the emergency exit doors
- Calling the fire service if a fire breaks out, however slight, and subsequently informing the Booking Secretary
- Not permitting any real flames or known obvious fire hazards to be used/brought on the premises without permission from the Management Committee. Specifically, no highly inflammable, explosive, or hazardous substances, nor portable paraffin or gas heater should be allowed anywhere on the premises
- Not permitting any cylinders for the storage of air or other gases or liquids under pressure to be brought into the premises, nor lasers anywhere on the premises without permission from the hall Management Committee
- To ensure that any decorations used are of non-flammable or fireproofed material

The entire premises are a NON-SMOKING AREA

All Hirers of the hall must carry out the following Fire Safety checks:

Before admission of public:

- All exit doors, including those with push-bar mechanism tested and in good working order
- Escape routes free from obstruction and available for use
- Any fire doors closed and not wedged or propped open
- Fire extinguishers in place and unobstructed
- No combustible storage in areas open to the public
- Check there is no obvious fire hazard in, or near, the building

During the use of the building:

- 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

Before leaving:

- Search for smouldering fires or cigarettes left burning
- Switch off all kitchen electrical appliances at wall socket e.g. hob, microwave, tea urn, kettles
- Empty all waste bins and remove the waste from the premises
- Close properly all exit doors
- If the Hirer intends to clear up the morning following a function (only permissible by prior arrangement with the Village Hall Management Committee and if hall is not being used the next morning) all bags of rubbish including those in the waste bins must be removed from the building immediately after the event
- All electrical appliances (e.g. Disco equipment, amplifiers, lighting systems) and any alcohol brought into the hall for the function must be removed from the building at the end of the function. Anything left in the hall is at Hirer's own risk

Any person discovering a fire:

- **WARN OTHERS** – shout ***FIRE!*** If you cannot be heard, flash the lights to get attention.
- **SOUND THE ALARM** – break the glass at nearest fire alarm.
- **LEAVE THE BUILDING** – by nearest exit in an orderly way; close doors behind you.
- **ASSEMBLY POINT** – near the teenage shelter on the playing field. **DO NOT BLOCK ANY EMERGENCY VEHICLE ACCESS.**
- **DO NOT TACKLE THE FIRE UNLESS YOU ARE TRAINED TO DO SO**
- **CALL THE FIRE SERVICE IMMEDIATELY**
 - **DIAL 999**, then give the operator the number of the phone and ask for Fire. When the Fire Service answers speak distinctly ***“FIRE AT BARROWAY DROVE VILLAGE HALL”***
- **GIVE THE ADDRESS** – 142 The Drove, Barroway Drove, Downham Market, PE38 0AL
- **DON'T END CALL UNTIL FIRE SERVICE HAS REPEATED THE ADDRESS**
- All Mobile networks accept Emergency Calls on **999** or **112**
- There is no public telephone on the premises or nearby
- Once the hall has been evacuated (check especially the toilet areas), **DO NOT ALLOW ANYONE TO RETURN TO THE BUILDING** for any reason until authorised to do so by the Fire Service.
- On Fire Service arrival, the person in charge of the hall/function must report to the Officer in Charge that all persons are safe or should inform him/her of the last known position of anyone missing.