

# Barrington Village Hall: Standard Conditions of Hire

These standard conditions apply to all hirings of the village hall. If the Hirer is in any doubt as to the meaning of the following, the Booking Secretary should be consulted immediately.

## 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; 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 and blocking access to the adjoining properties. 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.

## 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.

## 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. Licences

Barrington Village Hall holds a Performing Society Rights Licence which permits the use of copyright music in any form e.g. record, compact disc, tapes, radio, television or by performers in person. If other licences are required in respect of any activity in the Village Hall the Hirer should ensure that they hold the relevant licence.

## 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 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.

The Hirer acknowledges that they have received instruction in the following matters:

The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.

The location and use of fire equipment. (Include diagram of location when handing over keys.)

Escape routes and the need to keep them clear.

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.

Operation of the lift and all other relevant equipment.

In advance of an entertainment or play the Hirer shall check the following items:

That all fire exits are unlocked and panic bolts in good working order.

That all escape routes are free of obstruction and can be safely used.

That any fire doors are not wedged open.

That exit signs are illuminated.

That there are no obvious fire hazards on the premises.

## 6. Capacity

The maximum number of people on the premises shall not exceed the following:

Theatre style seating in main hall (without stage extensions)	200
Dancing	175
Guests seated at dining tables in main hall	150
Dancing with guests seated at tables	100
Committee room	20
Room 1 - Playroom (First floor)	30
Room 2 (First floor)	30

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Room 3 (First floor)

30

## 7. Supervision

The Hirer shall ensure that there are at least the number of competent attendants on duty on the premises as detailed below, to assist people entering and leaving, none of whom shall be less than 18 years of age. Where supervisory numbers are covered in relevant regulations/legislation they shall apply.

All persons on duty shall have been instructed as to their essential responsibilities in the event of fire or other emergencies, including attention to disabled persons, the location and use of the fire fighting equipment available, how to call the Fire Brigade and evacuation procedure.

The number of attendants on duty must be not less than:

- [ two adult attendants for up to 100 persons
- [ three adult attendants for 100-249 persons

3 additional attendants are required if the audience is mostly under 19, or if there are many disabled people present.

## 8. Hours of Opening

The premises shall only be used for licensable activities between the hours of 08 00 a.m. and midnight unless special permission has been issued by the Licensing Authority and approved by the Village Hall.

## 9. Smoking

Smoking is not allowed on the premises by law and any Hirer who permits smoking on the premises may be prohibited from hiring the hall in the future.

## 10. Means of Escape

All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.

The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole of the time the premises are occupied (The switch for the main hall is located adjacent to the right hand French window/fire door onto the patio).

## 11. Outbreaks of Fire

The hall is fitted with smoke detectors which will set off the fire alarm if activated. Theatrical smoke machines, or similar disco equipment creating a fog/mist, shall not be used in the hall.

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

## 12. Health and Hygiene

Barrington Village Hall is required by law to be registered as a "Food Producer" and is required to have a documented Food Safety Management system in place. If you plan to use the kitchen for the preparation and/or serving of any food you must comply with the Barrington Village Hall Food Safety Management system, as displayed in the kitchen, at all time **AND sign the food safety record sheet on completion of the hire**. 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 kitchen is provided with a refrigerator with integral thermometer. If you require use of the refrigerator you must notify us to ensure that the refrigerator is switched on in sufficient time for it to reach its working temperature.

ALL hirers should supply their own tea towels (for drying any cutlery, crockery and equipment used) and bags/containers for collection of ALL waste which must be taken away at end of hire. The Village Hall does NOT provide cooking utensils. Any Village Hall equipment or utensils used

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must be thoroughly cleaned and dried and put away in their proper locations. If the dishwasher is used it must be drained and the filters cleaned at the end of the hire session.

### **13. 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.

### **14. Indemnity**

The Hirer shall indemnify and keep indemnified each member of the Village Hall 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.

The Hirer shall take out adequate insurance, where required by the Village Hall, to insure the Hirer and members of the Hirer's organisation and invitees against the Hirer's liability above and all claims arising as a result of the hire and on demand shall produce the policy and current receipt or other evidence of cover to the Booking Secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the Booking Secretary to rehire the premises to another hirer.

If the hirer does not have adequate insurance and a claim is made against the Village Hall insurance policy for loss or damage attributable to the Hirer, or caused during the period of hire, the Hirer will be responsible for payment of the £500 excess on the Village Hall insurance policy.

### **15. Accidents and Dangerous Occurrences**

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 which is held in the Committee room above the electricity payment meter. 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 Booking Secretary will give assistance in completing this form. 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:

- i. Highly flammable substances are not brought into, or used in any part of the premises and that
- ii. 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.

### **17. Heating**

The village hall is heated by underfloor heating and the cost is included in the hire charge. The Hirer shall ensure that NO heating appliances are brought onto the premises.

### **18. 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.

Under no circumstances shall alcohol be allowed on the premises for teenage parties.

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### **19. 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.

### **20. 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 (CRB) checks have access to the children (checks may also apply where children over eight and vulnerable adults are taking part in activities). The Hirer must be aware of, and abide with, the Village Hall Child Protection Policy and shall provide the Village Hall with a copy of their Child Protection Policy on request.

### **21. Dangerous and unsuitable Performances**

Performances involving danger, or of a sexually explicit nature, shall not be given.

### **22. Film Shows**

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification.

### **23. 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 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.

### **24. 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.

### **25. 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.

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

- i. the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election
- ii. 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, or (iii) the hirer failing to comply with these conditions
- iii. the premises becoming unfit for the use intended by the Hirer
- iv. 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.

### **26. Repeat bookings**

If the hirer wishes to extend the hire agreement for a regular booking the hirer must advise the Bookings Secretary of the required dates in advance who will then confirm availability. Failure to

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notify the Bookings Secretary in advance of the required dates may lead to the dates being offered to alternative hirers. Payment of regular bookings is by arrangement.

### 27. Chairs and tables

The hall has a maximum of 200 chairs and 19 6ft x 2 ft tables plus 10 4ft x 2ft tables available within the hall hire cost. However, the hirer is responsible for placing tables and chairs for use in the hall and returning them to the appropriate storeroom at the end of the hire period, all in accordance with detailed guidance in each storeroom.

### 28. End of Hire

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, all tables and chairs stacked away and floors swept clean, all lights turned off, all external doors and windows properly locked and secured unless directed otherwise, any contents temporarily removed from their usual positions properly replaced, and **ALL** rubbish taken away all as per the guidance on the "End of session checklist for Hirers", otherwise the Village Hall shall be at liberty to make an additional charge or deduction from the Special Deposit.

### 29. 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.

### 30. 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, at its discretion, in respect of failure by the Hirer:

- i. either to pay any storage charges due and payable or to remove the same within 7 days after the agreed storage period has ended
- ii. to remove any other property brought on to the premises for the purposes of the hiring 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.

### 31. 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 Booking Secretary. Any alteration, fixture or fitting or attachment so approved shall, at the discretion of the Booking Secretary, 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 any damage caused to the premises by such removal to the satisfaction of the Booking Secretary.

### 32. No Rights

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

### 33. Precautionary Deposit

The Village Hall, at their discretion, may require a precautionary deposit to be paid before the event to cover possible loss or damage to the premises and/or contents caused during the event, or any additional cleaning services required. The Hirer will be held responsible for all such loss or damage and any direct and consequential costs and/or loss of income. A precautionary deposit of £250 will be payable for all parties.

I confirm I have read and agree to the above conditions of hire:

Signature of Hirer: ..... Date: .....