

Chiddingfold Village Hall Charity

Standard Conditions of Hire

These standard conditions apply to all hirings of the Charity's premises (comprising the village hall and the associated outside spaces including the car park) and a copy is accessible to all Hirers. If the Hirer is in any doubt as to the meaning of any of these standard conditions and/or any special conditions attached to the Hiring Agreement, the Hirer should immediately consult the Booking Clerk.

Where the Hiring Agreement only relates to one part of the village hall (i.e. the Main Hall or the Charles Watts Room), the term "premises" herein shall be deemed to refer only to that part and the common areas (including the car park).

1. Age

The Hirer, who must be 18 years of age or older, accepts responsibility for the premises at all times during the period of the hiring and for ensuring that all conditions of hire are met.

2. Supervision

The Hirer shall, during the period of the hiring, be responsible for:

- supervision (even when performed by others on behalf of the Hirer) of the premises and all persons and activities therein; and
- the fabric, fixtures, fittings and contents of the premises; their care, safety from damage (however slight) or change of any sort; and
- the behaviour of all persons using the premises whatever their capacity; and
- supervision of car parking arrangements so as to avoid obstruction of the highway or the blocking of access to the premises for the emergency services.

The Hirer shall promptly report any loss or damage to the premises, fabric, fixtures, fittings and contents to the Booking Clerk.

As directed by the Booking Clerk or other authorised representative of the Charity, the Hirer shall make good, or pay for the making good, of all damage (including accidental damage) to the premises and/or to the fabric, fixtures, fittings or contents and/or for loss of contents.

3. 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 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 of the Charity's insurance policies; nor
- allow the consumption of alcohol on the premises without the prior written permission of the Charity.

The Hirer shall ensure that their use of the premises does not cause unacceptable disturbance to the premises' neighbours.

All vehicles parked on the premises are parked at the owner's risk and must be parked within the lines marked on the car park. The Charity cannot be held responsible for any damage, loss of contents or theft from any vehicle. The disabled space shall only be used by a vehicle displaying a valid disability parking permit.

The Charity cannot be held responsible for any damage, loss or theft of any property, equipment or personal possessions brought onto the premises by the Hirer or any of their invitees.

Tables and chairs shall only be moved by carrying or using the trolleys provided – they must not be dragged across the floor. **The black upholstered chairs are not available for use by the Hirer.** All tables and chairs must be returned to the appropriate storage space at the end of the period of hiring and be neatly and properly stacked in accordance with the diagrams provided.

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 to any of the fixtures, fittings and contents of the premises during the period of the hiring; and
- (ii) all claims, losses, damages and costs made against or incurred by the Charity, its committee of management, 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 Charity, its committee of management, 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.

Subject to sub-clause (b) below, the Hirer shall indemnify and keep indemnified the Charity and each member of the Charity's committee of management and the Charity's employees, volunteers, agents and invitees against the above-listed liabilities.

- (b) The Charity shall take out adequate insurance to insure the liabilities described in sub-clauses (a)(i) above and may, in the case of non-commercial hirers, insure the liabilities described in sub-clauses (a) (ii) and (iii) above at its sole discretion. The Charity shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified the Charity, each member of the Charity's committee of management and the Charity'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 Charity 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 Charity's Treasurer. Failure to produce such policy and evidence of cover will render the hiring void and enable the Charity to rehire the premises to another hirer.

The Charity 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 laws relating to gaming, betting and lotteries.

6. Music Copyright Licensing

Although the Charity holds a "Music Licence" from PRS for Music and PPL which generally provides for the playing of live or recorded music on the premises, the Hirer must ensure that he/she holds the relevant licence(s) for any type of music performance which is not covered by PRS for Music or PPL.

7. Film

The Hirer shall ensure that:

- they have the appropriate copyright licences for any film or other programme being shown on the premises; and
- film audiences are restricted according to the classification of the British Board of Film Classification.

8. Children and Vulnerable Adults

The Hirer shall ensure that any activities held on the premises for children and/or vulnerable adults comply with all relevant legal provisions including the Childcare Act 2006 and the Safeguarding Vulnerable Groups Act 2006 and only fit and proper persons who have passed the appropriate Disclosure Barring Service (DBS) checks should have access to such persons. It is the responsibility of the Hirer to determine whether such checks are required and obtain them as necessary. The Hirer shall provide the Charity's committee of management with a copy of their DBS checks and safeguarding policy promptly on request.

9. 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 premises' 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 Hirer shall also comply with the Charity's Health and Safety Policy.

The emergency services shall be called immediately by the Hirer to any outbreak of fire, however slight, and full details shall be given promptly to the Charity's committee of management.

- (a) The Hirer acknowledges that they have received instruction in each of the following matters:
- The action to be taken in the event of fire. This includes calling the emergency services and evacuating the premises
 - The location and use of fire equipment
 - 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
 - Location of the first aid box and the nearest defibrillator
- (b) In advance of any activity on the premises, whether regulated entertainment or not, the Hirer shall check that:
- All fire exits are unlocked and panic bolts in good working order; and
 - All escape routes are free of obstruction and can be safely used for instant free public exit; and
 - Fire doors are not wedged open; and
 - Exit signs are illuminated; and
 - There are no obvious fire hazards on the premises; and
 - The emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

10. Noise

The Hirer shall ensure that the minimum of noise is made by event participants on arrival and departure, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment, comply with the relevant licensing condition for the premises and ensure that the doors to the premises are closed at all times in order to minimise disturbance of the premises' neighbours.

11. Drunk and Disorderly Behaviour and Supply of Illegal Drugs

The Charity holds a Premises Licence (a copy of which is displayed in the entrance lobby) under which the Hirer is permitted to carry out the licensed activities within the stated hours without the need to apply separately to Waverley Borough Council for a Temporary Event Notice (TEN). If the Hirer's event includes a licensable activity, the Hirer undertakes to indemnify the Charity against any failure by the Hirer to prevent an offence under Part 7 of the Licensing Act 2003 which includes, but is not limited to:

- Ensuring that licensable activities only occur within the permitted hours and in accordance with the licence conditions; and
- Allowing unaccompanied children (i.e. a person under 18 years of age) on the premises whilst alcohol is being sold or supplied; and

- The sale or supply of alcohol to children; and
- The sale or supply of alcohol to a person who is drunk; and
- The supply or sale of alcohol for consumption away from the premises; and
- The sale of alcohol for less than the “permitted price”; and
- Encouraging the sale or supply of alcohol for consumption on the premises in a manner which carries a significant risk of leading to, or contributing to, crime and disorder, prejudice to public safety, public nuisance, or harm to children

The Hirer shall also ensure that:

- (a) in order to avoid disturbing the premises’ neighbours and to avoid violent or criminal behaviour, excessive consumption of alcohol is avoided by all persons on the premises; and
- (b) illegal drugs and/or alcohol are not brought onto the premises; and
- (c) drunk and/or disorderly behaviour is not be permitted either on the premises or in its immediate vicinity.

The Hirer or their representative shall immediately remove from the premises any person suspected of being drunk or under the influence of drugs or who is behaving in a violent or disorderly way.

12. Health and Hygiene

The Hirer shall ensure that anyone preparing, serving or selling food, observes 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 all applicable regulations. The premises are provided with a refrigerator/freezer.

13. Electrical Appliance Safety

The Hirer shall ensure that any electrical appliance brought onto the premises shall be safe, in good working order and used in a safe manner in accordance with all applicable regulations, including requirements for portable appliance testing (PAT) where relevant. Where a residual circuit breaker is available, the Hirer must make use of it.

14. Stored Equipment

The Charity and its committee of management, employees, volunteers, agents and invitees accept no responsibility for any equipment or other property brought on to or left at the premises by or on behalf of the Hirer and/or all persons using the premises, and all liability for loss or damage thereto is hereby excluded. All such equipment and other property must be removed at the end of each period of hiring, unless otherwise agreed by the Charity’s committee of management. The Hirer will be charged for each day or part of a day at the relevant hire fee until the same is removed. Where failure to remove equipment and/or other property prevents another event from going ahead, the Hirer indemnifies the Charity against all costs and claims resulting therefrom.

The Charity’s committee of management may, without an obligation to notify the Hirer, use its sole discretion to deal with stored equipment or property in any of the following circumstances:

- (a) Failure by the Hirer either to pay any charges in respect of stored equipment or other property due and payable; or
- (b) Failure by the Hirer to remove stored equipment or other property within seven (7) days after the agreed period has ended; or
- (c) 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 Charity’s committee of management disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit and charging the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

15. Smoking

Chiddingfold Village Hall is designated as smoke-free. The Hirer shall ensure that all persons on the premises during the period of the hiring comply with the law and regulations relating to the prohibition of smoking in public places. The Hirer or their representative shall remove immediately from the premises any person who breaches this provision. The Hirer shall ensure that anyone wishing to smoke does so outside the village hall and disposes of cigarette ends, matches, etc. in a tidy and responsible manner, so as not to cause a fire or littering.

16. Accidents and Dangerous Occurrences

Any failure of equipment belonging to the Charity or brought onto the premises by the Hirer must be reported to the Charity as soon as possible.

The Hirer must report any accident or incident involving personal injury to the Booking Clerk as soon as possible and the Hirer must complete the relevant section in the Charity's accident book (which is stored in the drawers in the kitchen).

Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. The Booking Clerk can give assistance in completing this form and can provide contact details of the Incident Contact Centre. **This is a statutory requirement** in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

17. Explosives and Flammable Substances

The Hirer shall ensure that:

- (a) Highly flammable substances are not brought onto or used in the premises; and
- (b) No naked flames, candles, pyrotechnics, smoke machines, confetti, glitter or similar substances are brought onto or used on the premises without the prior written consent of the Charity's committee of management; and
- (c) No internal decorations of a combustible nature (e.g. paper, polystyrene, cotton wool) are erected without the prior written consent of the Charity's committee of management. No decorations shall be put up near light fittings or heaters or anywhere in the kitchen.

18. Heating

The Hirer shall ensure that no unauthorised heating appliances are used on the premises without the prior written consent of the Charity's committee of management. Portable Liquefied Propane Gas (LPG) heating appliances and open flames shall **not** be used (other than the gas connected to the kitchen oven/hob).

19. Animals

The Hirer shall ensure that no animals (including birds), except registered guide or assistance dogs, are brought onto the premises, without the prior written approval of the Charity's committee of management. No animals whatsoever shall be allowed in the kitchen at any time.

20. Fly Posting

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 and keep indemnified the Charity and each member of its committee of management, employees, volunteers, agents and invitees 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.

21. Sale of Goods

The Hirer shall, if goods are being sold on the premises during the period of hiring, ensure compliance with all applicable laws (including fair trading laws) and any code of practice typically used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, together with the seller's name and address, and that any discount offered is based only on the manufacturers' recommended retail prices.

22. Cancellation

If the Hirer wishes to cancel their booking before the date of the event and the Charity is unable to secure a replacement booking, the Hirer shall lose any deposit paid and the question of the Hirer's liability for payment of the hiring fee shall be at the sole discretion of the Charity's committee of management.

The Charity reserves the right to cancel a hiring by giving 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; or
- (b) the Charity's committee of management reasonably considering that either (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 the hiring; or
- (c) the premises becoming unfit for the use intended by the Hirer; or
- (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; or
- (e) in the event of a commercial hire, if the premises are required at the same date/time for the fulfilment of the Charity's charitable purposes. In such a case, the Charity shall give the Hirer at least seven (7) days written notice of the termination of this Hiring Agreement.

In any such case, the Charity shall refund to the Hirer any deposit and hiring fee already paid, but the Charity and its committee of management shall not be liable to the Hirer for any resulting direct or indirect expenses, loss or damages whatsoever.

23. End of Hire

The Hirer shall be responsible for leaving the premises and the surrounding area in a clean and tidy condition, properly locked and secured, unless directed otherwise by the Booking Clerk or other authorised representative of the Charity. Any contents temporarily removed from their usual positions (e.g. tables, chairs, crockery, cutlery, glassware, stage equipment) shall be properly replaced by the Hirer, otherwise the Charity shall be at liberty to make an additional charge.

The Hirer shall ensure that, when leaving the premises at the end of the hire, all thermostats are turned down to 18°C and all lights are turned off, unless otherwise directed by the Booking Clerk or another authorised representative of the Charity.

24. No Alterations

No alterations or additions shall be made to the premises nor shall any fixtures or fittings be installed or removed without the prior written approval of the Charity's committee of management. No placards, decorations or other articles shall be attached in any way to any part of the premises without the prior written approval of the Booking Clerk. Any alteration, addition, fixture or fitting or other attachment so approved may, at the sole discretion of the Charity's committee of management, remain on the premises at the end of the hiring and become the property of the Charity unless removed by the Hirer, who must make good to the satisfaction of the Charity's committee of management any damage caused to the premises by such removal.

25. Personal Information

As part of entering into the Hiring Agreement, the Charity collect personal and non-personal information regarding the Hirer. Details of what is collected and how it is stored can be found in the Privacy Policy which can be found on the Charity's website.

26. No Rights

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