



**JOHN BAKER-WHITE MEMORIAL HALL managed by
LOWER HARDRES & NACKINGTON VILLAGE HALL MANAGEMENT COMMITTEE**

CONDITIONS OF HIRE

Please ask the booking secretary if there is anything in these conditions you do not understand.

The hirer, who is referred to throughout as 'you' is an individual hirer, or, if the hirer is an organisation, their authorised representative.

The term 'premises' means the hall and the grounds.

These conditions apply to any hiring of the hall and throughout the period of hire.

By paying the hire deposit you are agreeing to these terms and conditions

1. Responsibility

You must be **aged 18 or over** and accept responsibility for being in charge of and on the premises at all times when the public are present. You must also make sure all the following conditions, relating to management and supervision of the premises, are met. You have a duty of care to all people using the premises and must comply with the hall's Health and Safety policy, a copy of which is located in the display rack in the lobby. Important: please familiarise yourself with the procedures in case of fire – see the **Fire Safety** document which was also sent to you

2. Supervision

The premises must be fully supervised and the fabric and contents protected from damage or change of any sort however slight. The behaviour of everyone using the premises, whatever their capacity, is your responsibility. This will include proper supervision of car parking arrangements to make sure the public highway is not obstructed. Any damage to the premises or fixtures, fittings or contents or loss of contents, must be made good to the satisfaction of the management Committee and/or paid for.

3. Use of premises

Conditions of Hire

You can only use the premises for the purpose described in the hiring agreement and must not sub-hire them. You must not use them or allow them to be used for any illegal purpose or in any illegal way. You must do nothing and bring nothing onto the premises that may cause damage to them or danger to users, or invalidate any insurance policies. You are responsible for applying to the Local Authority for the licence to sell or supply alcohol and complying with the terms of the licence.

4. Gaming, betting and lotteries

You must do nothing on or in relation to the premises that contravenes any law relating to gaming, betting and lotteries

5. Licensable activities

No activity requiring a licence can take place in the hall without such a licence.

If the hall does not hold the relevant licence for an activity the hirer must hold one.

The hall has a Premises Licence, a Premises Licence issued under the Licensing Act 2003 for the sale of alcohol on the premises and a Performing Right Society Licence

6. Public safety compliance

You must comply with all conditions and regulations made in connection with the premises by the Local Authority, the Licensing Authority and the Hall's Fire Risk assessment and Health and Safety Policy. This is particularly important in connection with any event that constitutes regulated entertainment at which alcohol is sold or provided or which children attend. It includes not exceeding the number of people permitted on the premises at any one time, which is **200** or **125** if seated at tables.

You acknowledge that you have received instruction in:-

- The action to take in event of fire, this includes **calling the Fire Brigade and evacuating the hall.**
- The location and use of fire equipment
- Escape routes and the need to keep them clear
- Method of operation of escape door fastenings
- The importance of fire doors and of closing them all at the time of the fire
- The use of the portable ramps at the fire exits
- The location of the fire assembly point

Before any entertainment or play takes place you must check:-

- all escape routes are free of obstruction and can be used safely
- ✓ fire doors are not wedged open
- ✓ exit signs are illuminated
- ✓ all fire exits are unlocked and panic bolts are in good working order
- ✓ there are no obvious fire hazards on the premises

7. Means of escape

You must keep all exits from the premises free from obstruction and immediately available for instant free public exit. If anyone using a wheelchair comes on to the premises during your hire period, you must put the wheelchair ramps in place at the relevant fire exits.

8. Outbreaks of fire

You must call the Fire Brigade to any outbreak of fire that you are unable to extinguish immediately. All outbreaks of fire must subsequently be reported to the Booking Secretary.

9. Health and hygiene

You must comply with all relevant food health and hygiene legislation and regulations if preparing, serving or selling food. Dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the **Food Temperature Regulations**. The premises is provided with a refrigerator – **do not change the temperature of this appliance**.

10. Electrical appliance safety

Any electrical appliances brought to the premises must be in safe, good working order and used in a safe manner in accordance with the **Electricity at Work Regulations 1989** and have a **P.A.T. Certificate**. A residual circuit breaker is fitted and tested regularly.

11. Insurance and indemnity

You are liable for the cost of repair of any damage done to any part of the premises, including the grounds or the contents of the building.

The Village Hall Management Committee has insurance to cover accidental damage but not malicious damage or theft by hirers. If we do make a claim for accidental damage which has occurred during your hire you will be liable for any excess that has to be paid and any difference between the monies paid under insurance and the actual cost of repair. Our Insurance Company may also ask you for reimbursement of the monies they have paid to the Hall Committee.

The Committee's insurance provides a level of public liability cover for individuals or groups hiring the hall for a private function and who have no public liability cover of their own. This cover is only provided for non-commercial activities that are of the benefit of the local community and certain activities are excluded (See Appendix). The policy is available for inspection on request.

Business hirers must arrange their own insurance.

Private Functions – We do suggest that you look into additional insurance for accidental damage to the property and to public liability over and above what £250 damage deposit can cover.

Weddings - we do advise that hirers who are having their wedding at the hall take out their own insurance to cover any damage/ accidents made by their guests or their suppliers. Wedding insurance covers all aspects of the wedding from financial failure of suppliers to public liability.

Appendix

EXCLUDED ACTIVITIES:

Our insurers will not provide indemnity in respect of Events, Activities and Exhibitions

(1) where combined numbers of entrants and spectators on site exceed 1000 at any one time

(2) taking place outside England, Wales, Scotland, Northern Ireland, Republic of Ireland, Channel Islands and the Isle of Man

(3) where the event duration lasts longer than 48 hours

(4) organised by a separate third-party event organiser/company

(5) involving

(a) weapons

(b) passenger carrying amusement devices

(c) animal rides of any kind

(d) ballooning or aerial activities including parachuting, paragliding or parasailing

(e) go-karting, quad biking or motor sports

(f) bungee jumping or abseiling

(g) professional sport teams or persons

(h) individual exhibitions valued at over £250,000

(i) racing or time trials other than on foot

(j) activity involving watercraft

(k) firework displays or bonfires

(l) bouncy castles and other inflatable devices

(m) dodgems

(6) for Bodily Injury to any person taking part in

(a) contact sports (including martial arts)

(b) jousting competitions

(c) 'It's a knockout' type competitions

(d) 'Donkey Derby' races

12. Accidents and dangerous occurrences

All accidents involving injury to the public must be reported to the Booking Secretary or a member of the Management Committee as soon as possible and the details entered in the Hall's **accident book** which is located in the kitchen (drawer under the First Aid Box). Any failure of equipment belonging to the Hall or brought in by you must also be reported as soon as possible.

13. Explosives and flammable substance

You must not bring into or use any highly flammable substances, including fireworks, on the premises and not put up any combustible internal decorations (e.g., polystyrene or cotton wool, etc.) without the consent of the Management Committee. No decorations are to be put up near light fittings or heaters and no naked flame is allowed, e.g., candles, torches.

14. Heating

Conditions of Hire

You must not use any unauthorised heating appliances on the premises without the Management Committee's consent. Portable Liqueified Propane Gas (LPG) heating appliances must not be used in the building.

15. Drunk and disorderly behaviour; sale of alcohol and/or supply of illegal drugs

In order to avoid disturbing neighbours, who live adjacent to the hall, and prevent violent or criminal behaviour, you must take care to eliminate and deter excessive consumption of alcohol. Drunk and disorderly behaviour will not be permitted either on the premises or in its immediate vicinity, i.e., the highway. Alcohol must not be served to anyone suspected of being drunk nor anyone thought to be under the age of 18. Anyone who is drunk, under the influence of drugs or is behaving in a violent or disorderly way must be asked to leave the premises. No illegal drugs may be brought onto the premises. It is a condition of the Premises Licence for the sale of alcohol that alcohol may be served up to 22:30 Monday to Saturday and 21:30 on Sunday to allow 30 minutes drinking up time.

16. Animals

No animals, including birds, except for guide dogs, may be brought into the premises other than for a special event agreed by the Management Committee. No animals are allowed in the kitchen at any time.

17. Compliance with the Children Act 1989

Any activities for children under eight years of age must comply with the provisions of the **Children Act 1989** and only fit and proper persons who have been subject to the appropriate Criminal Records Bureau disclosure checks have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. If this applies to your hiring, you must provide the Management Committee with a copy of your Child Protection Policy

18. Fly posting

No fly posting or any other form of unauthorised advertisements for any event taking place at the premises is permitted and you will indemnify and keep indemnified each member of the 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 of those responsible by the Local Authority.

19. Sale of goods

If goods are being sold on the premises you must comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, the total prices of all goods and services must be prominently displayed, as well as the organiser's name and address and any discounts offered must be based only on manufacturers' recommended retail prices.

20. Film shows

Children must not be allowed to watch age-restricted films classified according to the recommendations of the British Board of Film Classification. You must have the appropriate copyright licences for film.

21. Cancellation

If you wish to cancel the booking before the date of the event and it is not possible to find a replacement booking, the Management Committee will return your fee but at its discretion.

Conditions of Hire

Cancellation charges: 4 weeks before the event – no charge
2 weeks before the event – 50% returned
less than 2 weeks - no monies returned

The Management Committee reserves the right to cancel a hiring if:-

- ❖ the premises are required for use as a Polling Station for a Parliamentary or Local Government election or by-election
- ❖ if the Management Committee decides the hiring will lead to a breach of licensing laws or any other legal or statutory requirements or that unlawful or unsuitable activities will take place at the premises
- ❖ the premises becoming unfit for the use intended
- ❖ an emergency requiring the premises to be used as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters
- ❖ If a previous booking has been made and the a second taken in error.

In these or similar situations, any deposit paid will be refunded but the Committee will not be liable for any resulting direct or indirect loss or damages whatsoever

22. End of Hire

The premises and surrounding area must be left in a clean and tidy condition, properly locked and secured (unless directed otherwise) including leaving all internal doors closed. Any contents used must be put back where they were found otherwise the Committee may make an additional charge. If you have collected the keys from a key holder they must be returned to the same person as soon as the hire period ends. You are responsible for the premises until they are returned and there may be a further charge at the hourly rate if you do not do so.

All refuse, (food, glass and general waste) must be removed from the premises at the end of your hire. Please help us to protect our environment by taking away and recycling other items wherever possible.

You must also turn off all electric lights, heaters and appliances individually before leaving. **Do not** turn off the main supply in the grey box at the entrance; this switch should only be used in an emergency.

23. Stored equipment

The Management Committee accepts no responsibility for stored equipment or other property brought on to, left at, or stored on the premises. All liability for loss or damage is hereby excluded. You must remove all your equipment and other property (other than equipment stored by agreement) at the end of each hire otherwise the Committee may charge storage fees at a rate to be decided in the individual circumstances. If you do not remove equipment brought onto the premises during your hire or if you do not remove stored equipment within seven days of the end of the agreed storage period or if you do not pay any fees charged for storage (whether by arrangement or default), the Committee may use its discretion and dispose of the property. It will do so by sale or otherwise and on such terms and conditions as it thinks fit and charge you any costs incurred in further storing, selling or otherwise disposing of it.

24. Noise

Please make the minimum of noise on arrival and departure, particularly late at night and early in the morning. If using sound amplification equipment you must use any noise limitation device provided and comply with any other licensing conditions for the premises.

25. No alterations

You may not make any alterations or additions to the premises or install any fixtures or attach any placards, decorations or other articles in any way to any part of the premises with the prior approval of the hall Committee. Any approved alteration, fixture or fitting or attachment will, at the discretion of the Committee, remain in the premises at the end of your hire and become the hall's property unless you remove it, in which case you must make good, to the Management Committee's satisfaction, any damage caused.

26. No rights

The hiring agreement only constitutes permission to use the premises and confers no tenancy or other right of occupation on you.

27. Dangerous and unsuitable performances

No performances involving danger to the public or of a sexually explicit nature are allowed.

28. Smoking

All those using the premises must comply with the prohibition of smoking in public places provisions of the Health Act 2006 and the accompanying regulations. Anyone who does not must be asked to leave the premises. Smoking is allowed in the outside parking area but cigarettes/cigars must be extinguished and placed in the bin provided by the front door of the hall.

29. Data Protection

The Lower Hardres and Nackington Village Hall (John Baker-White Memorial Hall) uses personal data (e.g. name and contact details) for the purposes of managing hall bookings, finances, events and publicity. Your payment of the deposit for the hire detailed on the Hire Agreement confirms that you are willing for us to share your contact details among members of the Village Hall Committee or with other groups and organisations directly associated with the management of activities at the Village Hall. (Further information is available on our website). **Payment of the deposit confirms acceptance of our terms and conditions for the hire of the hall.**

Thank you for your co-operation

LOWER HARDRES & NACKINGTON VILLAGE HALL MANAGEMENT COMMITTEE