

Itchen Abbas and Avington Village Hall

Standard Conditions of Hire

(If the Hirer is in any doubt as to the meaning of the following, the Hall Manager should be consulted immediately).

Definitions

For the purposes of these conditions the following terms shall apply.

“**HIRER**” shall mean an individual hirer or, where the hirer is an organisation, the organisation itself and its committee and members.

“**COMMITTEE**” shall mean the Itchen Abbas and Avington Village Hall Management Committee.

“**HALL MANAGER**” shall mean the Itchen Abbas and Avington Village Hall Manager.

“The Premises” shall include the Hall building, its nearby storage building, the car park, the lawn and other external areas.

1. Supervision

THE HIRER will, during the period of the hiring, be responsible for the supervision of the Premises, the fabric and the contents; their care, safety from damage however slight: 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.

THE HIRER will ensure compliance with the supervision and attendance requirements set out in section 5 of the Single Let Hiring Agreement.

2. Use of Premises

THE HIRER shall not use the Premises for any other purpose 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 its Premises Licence or render invalid any insurance policies in respect thereof, nor allow the consumption of alcohol by minors.

3. Licences

A summary of the Village Hall’s Premises Licence is displayed on the notice board in the entrance hall and on its web site (www.iaavillagehall.co.uk). It sets out the licensable activities which are permitted to be conducted on the Premises. **THE HIRER** shall be responsible for complying with the terms and conditions of that licence in all respects.

THE HIRER shall be responsible for obtaining such other licences as may be needed specific to their event and for compliance with their terms.

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, and the Local Magistrates’ Court or otherwise, particularly in connection with any event which involves public dancing or music or other similar entertainment or stage plays.

THE HIRER shall ensure that, during the time the Hall premises are in use for public entertainment, the following number of attendants is familiar with the location and operation of fire extinguishers and the procedures for the orderly evacuation of the premises in the case of fire or other emergency:

- Up to 25 persons - 2 attendants
- Over 25 persons – 4 attendants

Public Safety Compliance – Continued

Where at any licensed function (for public entertainment) the majority of persons attending are under the age of 16, the number of such attendants should be double the above plus one for each exit.

THE HIRER shall ensure that chairs, tables and other equipment are so arranged as to allow free and ready access to the exits.

THE HIRER must obtain written permission from the Hall Manager to use candles at the Hall. Candles must be low level and in heavily weighted containers to stop them from being knocked over. Night lights must be in a holder that will not conduct heat from the metal container onto the table, covers or woodwork internally or externally. Candles should not be placed near the curtains or other flammable objects.

Fireworks are NOT allowed at the Village Hall out of courtesy to our neighbours and the proximity to roads.

6. Health and Hygiene

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

7. Electrical Appliance Safety

Any electrical appliances brought to the hall through outside agencies (for example, caterers, disco operators etc.) must supply the Hall Manager with the necessary paperwork in advance of the hire, to show their equipment has been PAT tested within the last year.

THE HIRER shall ensure that any other electrical appliances brought to the Premises and used there shall be safe and in good working order, and used in a safe manner.

THE HIRER will inform **THE HALL MANAGER** in advance if it is intended to bring any such equipment into the Hall. **THE COMMITTEE** reserves the right to refuse permission for the use of any appliance without being obliged to give a reason for such refusal.

8. Indemnity and Public Liability Insurance

THE HIRER shall indemnify **THE COMMITTEE** for the cost of repair or replacement for any damage done to any part of the property including the curtilage thereof or the contents of the building and grounds, including those belonging to third parties that may occur during the period of the hiring as a result of the hiring.

THE HIRER who is a commercial person or organisation shall be responsible for, and indemnify **THE COMMITTEE** against any third party claims that may lie against him/her or the organisation (where applicable) while using the Village Hall and shall, before any hiring can be accepted by **THE COMMITTEE**, provide a copy of the relevant policy or cover note evidencing that he/she or the organisation (where applicable) has public liability insurance.

Where **THE HIRER** engages a commercial person or organisation (for example, caterers or disco operators), evidence must be provided to **THE HALL MANAGER** at least 14 days before the event of that party's public liability insurance.

THE COMMITTEE shall not be liable for any damage to vehicles parked at or near to the Premises; nor for any theft of vehicles or their contents; nor for any damage to or theft of personal belongings of **THE HIRER** or any other persons attending the event.

9. Accidents and Dangerous Occurrences

THE HIRER must report all accidents involving injury to the public to the Hall Manager as soon as possible. Certain types of accident or injury must be reported on a special form to the Local Authority. **THE HALL MANAGER** will assist in completing this form. This is in accordance with the Executive Reporting of Injuries, Diseases and Dangerous Occurrences Regulation 1995.

10. Animals

THE HIRER shall ensure that no animals (including birds) except Guide Dogs are brought into the Hall buildings, other than for a special event agreed by **THE COMMITTEE**, and no animals whatsoever are to enter the kitchen at any time.

11. Protection of Children

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. **THE HIRER** and Designated Deputy shall be present throughout the period of hire.

THE HIRER shall take all reasonable steps to ensure that children are not admitted without adult supervision to those parts of the Hall (e.g. the kitchen, storeroom and boiler room) which present a potential hazard to them.

THE HIRER shall be responsible for the supervision and general safety of all persons under the age of 18 years while they are on the Premises.

Neither adult entertainment nor attendance by children at films which carry an age restriction or at events where gaming is involved is permitted on the Premises.

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, where applicable, any discounts offered are based only on Manufacturer's Recommended Retail Prices.

14. Cancellation by Hirer

A cancellation charge will be made if **THE HIRER** cancels a booking. The cancellation charge is the full amount of the deposit paid if cancellation is made less than one month before the date of the event or 50% of the deposit if made at least one month beforehand. In special circumstances **THE COMMITTEE** may waive or reduce the amount of the cancellation charge at their sole discretion.

15. Unfit for Use

THE COMMITTEE will do its best to provide the Hall and facilities in a suitable state for the contracted activities to take place but cannot be held liable for any circumstances or events outside of its own control.

In the event of **THE COMMITTEE** failing to provide, through its own fault, the Hall or any part thereof or its facilities in a suitable state for the use for which they have been hired, **THE COMMITTEE** will reimburse **THE HIRER** the full amount of any monies already paid in respect of the defective facilities but will not be responsible for any consequential losses suffered by **THE HIRER** or third parties nor pay any additional compensation to them.

16. Refusal or Cancellation of Booking by THE COMMITTEE

THE COMMITTEE reserves the right to refuse a booking or to cancel the Hiring Agreement at any time (without being obliged to give any reason for doing so) upon giving fourteen days (“due”) notice in writing to **THE HIRER** in which case **THE HIRER** shall be entitled to a refund of any monies already paid. If **THE COMMITTEE** fails to give due notice, **THE HIRER** will be compensated up to an amount equal to the hiring fees, including any deposit already paid but **THE COMMITTEE** will not be responsible for any further and/or consequential losses.

THE COMMITTEE reserves the right to cancel the Hiring Agreement 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 monies already paid. **THE COMMITTEE** shall not be liable to make any further payment to **THE HIRER** in respect of any consequential loss.

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 removed from their usual position properly replaced, otherwise **THE COMMITTEE** shall be at liberty to make an additional charge.

ALL RUBBISH (INCLUDING BALLOONS AT THE ENTRANCE) MUST BE REMOVED FROM THE VILLAGE HALL SITE AND NOT DEPOSITED IN THE VILLAGE HALL DUSTBIN. **THE HIRER** SHALL PROVIDE THE RUBBISH BAGS REQUIRED FOR THIS PURPOSE.

If the hall is hired until midnight, sufficient time must be allowed for clearing up so that the Premises are vacated by this time. Otherwise additional time must be booked on the following day.

18. Noise

THE HIRER shall ensure that the minimum of noise is made on arrival and departure and that during the period of hire noise is kept to a level so as not to cause nuisance or annoyance to immediate neighbours.

The Hall’s external doors and windows must be kept closed when the Premises are in use for public or private entertainment involving music or singing.

19. Variation to Hiring Agreement

Any variation to the clauses above will be at the sole discretion of **THE COMMITTEE** or its appointed representative and must be in writing.

NOTE: These Standard Conditions of Hire form part of the Hiring Agreement and are referred to therein as forming part of the terms of the Hiring Agreement unless specifically excluded in writing. Signature of the Hiring Agreement therefore commits THE HIRER to abide by the conditions of hire set out in this document.

ALL BOOKINGS MUST BE MADE THROUGH THE HALL MANAGER.

(Revised February 2008)