

Standard conditions of hire

These standard conditions apply to all hiring of the village hall. If the Hirer is in any doubt as to the meaning of the following, the Hall Vice-Chairman & Booking Secretary should be consulted.

1. The Village Hall has a Premises Licence authorising the following regulated entertainment and licensable activities at the times indicated.

Activity
a. The performance of plays
b. The performance of live music
c. Any playing of recorded music
d. The performance of dance
e. Entertainment of a similar description of that falling within a performance of live music, any playing of recorded music or a performance of dance
f. Entertainment facilities for making music
g. Entertainment facilities for dancing
h. Entertainments of a similar description to that falling within entertainment facilities for making music of dancing

Times of Premises licence	
Monday to Friday	11.0am to 1.0am
Saturday	11.0am to Midnight
New Years Eve	11.0am to 1.0am not Saturday or Sunday
New Years Eve on Saturday	11.0am to midnight
New Years Eve on a Sunday	No permitted hours

- (a) If alcohol will be on sale, you will need to seek permission from the booking secretary and send copies of a Temporary Event Notice to East Devon District Council and Exmouth Police Station 10 days before the event. A form can be downloaded at www.eastdevon.gov.uk a fee of £21 is payable to EDDC.
- (b) In order to hold a licensable activity on the premises or on part of the premises not covered by the hall's Premises Licence, a Temporary Event Notice (TEN) will need to be given to the licensing authority. Please consult the Booking Secretary about this.

2. Age

The Hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge of 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.

3. 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. The Village Hall Committee may require the Hirer to 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.

4. 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.

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. Licensable activities

The Village Hall has a Performing Rights Society (PRS) licence (No. 850). This permits the use of copyright music in any form, e.g. record, compact disc, tapes, radio or by performers in person. If other licences are required in respect of any activity in the Village Hall the Hirer should ensure they are obtained. A Phonographic Performance Limited (PPL) licence is required unless the playing of sound recordings is for the benefit of a not-for-profit club, society or other organisation having charitable purposes if its main objectives are charitable or are for promoting religion, education or social welfare.

7. 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, 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 hirer shall also comply with the Hall's health and safety policy.

(a) The Hirer acknowledges that they have received information on the following matters:

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall, including ensuring everyone is accounted for.
- 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.

(b) 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.

(c) Any time a disabled person is within the premises (for example this could be a person in a wheelchair, using other walking aids, partially sighted or profoundly deaf and unable to hear the fire alarm system) a procedure must be in place to ensure the safe evacuation of that person.

8. Means of escape

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

9. Outbreaks of fire

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

10. 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 and thermometer.

11. 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.

12. 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 hereunder 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.

The Village Hall is insured against any claims arising out of its **own** negligence.

13. Accidents and dangerous occurrences

The Hirer must report all accidents involving injury to the public to a member of the village hall management committee **as soon as possible** and complete the relevant section in the village hall's accident book which is located in the First Aid box in the kitchen. 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 Incident Contact Centre. The Hall Secretary will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR). The Incident Contact Centre can be contacted in any of the following ways:

- Telephone: 0845 3009923
- Facsimile: 0845 3009924
- Website: www.riddor.gov.uk or via the HSE website: www.hse.gov.uk
- Post: Incident Contact Centre, Caerphilly Business Park, Caerphilly, CF83 3GG

14. Explosives and flammable substances

The hirer shall ensure that:

- (a) Highly flammable substances are not brought into, or used in any part of the premises and that
- (b) 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 or heaters.

15. 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.

16. 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.

17. 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.

18. 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 checks and, from 2010, comply with ISA requirements have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Hirer shall provide the village hall management committee with a copy of their CRB check and Child Protection Policy on request.

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. Cancellation

The Village Hall reserves the right to cancel this hiring by written notice if requested 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
- (b) 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
- (c) the premises becoming unfit for the use intended by the Hirer
- (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.

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.

21. 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.

22. 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.

23. 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.

24. 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 approval of the Halls committee. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the village hall 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 hall or, if any damage caused to the premises by such removal.

25. No rights

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

26. Dangerous and unsuitable performances

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

27. 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.