

# STANTON HARCOURT MEMORIAL AND MILLENIUM HALL

## Standard Conditions of Hire

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

For the purposes of these conditions, the term HIRER shall mean an individual hirer or, where the hirer is an organisation, the authorised representative.

### **1. Supervision**

THE HIRER must be a person over the age of 18 years and will, during the period of hiring, be responsible for the 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.

### **2. User 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 sale of alcohol thereon without written permission from WODC – in the form of a Temporary Event Notice. It is the Hirer's responsibility to apply to WODC licensing authority for this TEN and pay the appropriate fee (see below).

### **3. Licences**

THE HIRER shall be responsible for:

- a) obtaining such licences as may be needed whether for the sale or supply of intoxicating liquor, from the Performing Right Society, from Phonographic Performance Ltd or otherwise and for the observance of the same;
- b) ensuring that all means of exit are kept clear and unlocked;
- c) noting the position and use of all firefighting equipment and the appropriate exits / muster points ; also for calling the fire service if necessary

### **4. Gaming, Betting and Lotteries**

THE HIRER shall ensure that nothing is done on or in relation to the premises 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 includes public dancing or music or other similar public entertainment or stage plays.

### **6. Health and Hygiene**

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

## **7. Smoking**

Smoking is not permitted on the premises at any time **this includes the use of e-cigarettes.**

## **8. Fire Safety**

**No pyrotechnics, fireworks, sparklers or naked flames (e.g. candles) are to be used anywhere in the hall.**

## **9. Electrical Appliance Safety**

THE HIRER shall ensure that any electrical appliances brought by him/her to the premises and used there shall be safe and in good working order, and used in a safe manner.

## **10. Indemnity**

THE HIRER shall indemnify the Committee for the cost of repair or any damage done to any part of the premises including the curtilage thereof or the contents of the buildings which may occur during the period of the hiring as a result of the hiring. Any decoration or attachment used must not cause damage or require redecoration to be carried out and must be removed at the end of the hiring unless previous arrangements have been made.

THE HIRER shall be responsible for making arrangements to insure against any third party claims which may lie against him/her (or the organisation if acting as a representative) whilst using the Village Hall. (The Village Hall is insured against any claims arising out of its own negligence).

## **11. Accidents and Dangerous Occurrences**

THE HIRER must report all accidents involving injury to the public to a member of the Committee as soon as possible. Any failure of equipment either that belonging to the premises 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 Committee Secretary will give assistance in completing this form. This is in accordance with the Executive Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995.

## **12. Animals**

THE HIRER shall ensure that no animals (including birds) except guide dogs are brought into/onto the premises, other than for a special event agreed to by the Committee. No animals whatsoever are to enter the kitchen at any time.

## **13. Compliance with the Children Act**

THE HIRER shall ensure that any activities for children under 8 years of age comply with the provisions of the Children Act 1989 and that only fit and proper persons have access to the children.

## **14. 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 the Committee accordingly against all action, claims and proceedings arising from any breach of this condition. Failure to observe this condition may leave to prosecution by the Local Authority.

## **15. 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.

#### **16. Cancellation**

- a) If THE HIRER wishes to cancel the booking before the date of the event and the Committee 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 Committee.
- b) THE COMMITTEE reserves the right to cancel this hiring in the event of the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election, in which case the Hirer shall be entitled to a refund of any deposit already paid.

#### **17. Unfit for Use**

In the event of the premises or any part thereof being rendered unfit for the use for which it has been hired, the Committee shall not be liable to the Hirer for any resulting loss or damage whatsoever.

#### **18. Refusal of Booking**

THE COMMITTEE reserves the right to refuse a booking or to cancel a hiring agreement at any time either before or during the term of the agreement upon giving 7 days' notice in writing in the Hirer.

THE HIRER shall be entitled upon such notice to reimbursement of such monies including the deposit or a proportion of the same as have been paid by the Hirer to the Committee but the Committee shall not be liable to make any further payment to the Hirer.

#### **19. End of Hire**

- a) THE HIRER shall be responsible for ensuring that all persons have vacated the premises in a quiet and orderly fashion and 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.
- b) All waste food, bottles, cans, wrappings leftover jumble or sale items etc., must be disposed of and taken from the building. All tables and chairs are to be wiped clean. Any additional cleaning of the premises required after the hiring will be charged to the Hirer at a rate of £10 per hour. Any failure to carry out the above may result in an additional charge being levied.
- c) The garden must be left in a safe and tidy condition with all litter and debris including bottles and glass being removed.
- d) All lights must be turned off before leaving the building.
- e) THE HIRER is responsible for returning the Hall keys to the Committee Representative at the end of the function but in any event no later than 11.00 a.m. the following morning.

#### **20. Noise**

THE HIRER shall ensure that the minimum of noise is made on arrival and departure, in consideration of residents in the neighbouring houses; loud music should not be audible to neighbours, and should in all cases cease at midnight.

#### **21. General Data Protection Regulations**

The COMMITTEE is committed to being transparent and compliant with the current Data Protection Act and new General Data Protection Regulations, on how we collect and use the personal information we collect from you.

When contacting us, you will be asked for personal information such as name, address, postcode etc. but this information will be used in a confidential manner and will only be used in those activities necessary to provide you with the service you have requested or require.

As witness of the parties hereto:

**Signed by the person named in paragraph 2 of the Hiring Agreement on behalf of the Village Hall.**

Signed.....

Dated.....

**Signed by the person named in paragraph 1 of the Hiring Agreement on behalf of the Hirer, where applicable.**

Signed.....

Dated.....