

CHITTERNE VILLAGE HALL STANDARD CONDITIONS OF HIRE

These standard conditions apply to all hiring of the Hall. If the Hirer is in any doubt as to the meaning of the following, the Hall Secretary or Booking Clerk should immediately be consulted.

1. **Supervision.** The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises, the fabric of 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. As directed by the Hall Secretary, the Hirer shall 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.

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.

2. **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 that may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without appropriate licences.

3. **Licences.** The Hirer shall be responsible for obtaining such licences as are required from Wiltshire Council

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, 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. Activities involving danger to the public shall not be carried out. Highly flammable substances shall not be brought into, or used in, any portion of the premises. No unauthorised heating appliances (eg portable liquefied propane gas (LPG) appliances) shall be used on the premises.

6. **Health and Hygiene.** The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.

7. **Electrical Appliance Safety.** The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe and in good working order, and used in a safe manner.

8. **Indemnity.** 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) the cost of repair of any damage done to any part of the premises including the curtelage thereof or the contents of the premises and (b) all claims 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.

The Hirer shall take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against all claims arising as a result of the hire and on demand shall produce the policy and current receipt or other evidence of cover to the Hall Secretary.

(The Village Hall is insured against any claims arising out of its own negligence)

9. 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. Any failure of equipment either that 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 local authority. 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.

10. Outbreaks of Fire. The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to a member of the Management Committee. The public telephone in front of the Hall should be used to alert the Fire Brigade as mobile phones do not work in Chitterne

11. 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.

12. 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 have access to the children.

13. 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.

14. 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.

15. Cancellation. If the Hirer wishes to cancel the booking before the date of the event and the Village Hall 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 Village Hall Management Committee.

The Village Hall reserves the right to cancel this hiring by 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 bye-election
- (b) the Village Hall Management Committee reasonably considering that (i) such hiring leading 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

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.

16. 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.

17. Equipment. The Village Hall accepts no responsibility for any equipment or other property brought onto or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property 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.

In respect of any property brought onto the premises for the purposes of the hiring, in the event of failure by the Hirer to remove the same within 7 days after the hiring the Village Hall may dispose 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.

18. 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 written approval of the Hall Secretary. 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 and become the property of the Village Hall or be removed by the Hirer who must make good to the satisfaction of the Hall any damage caused to the premises by such removal.

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

As Witness the hands of the parties hereto:

Signed by the authorised representative named in clause 1.2 of the Hiring Agreement on behalf of the Village Hall. (Bookings Clerk or member of the Village Hall Management Committee)

Signed: _____ Date: _____

Signed by the hirer, or where appropriate, by the authorised representative of the Hirer named in clause 1.3 of the Hiring Agreement on behalf of the Hirer.

Signed: _____ Date: _____

Name in block capitals: _____