

## **Standard Conditions of Hire – Garvestone Village Hall (New Build) Ltd.**

These standard conditions apply to all hiring of the facilities at Garvestone Village Hall (referred to as 'the premises') and they form part of the Agreement for hire between Garvestone Village Hall (new build) Ltd (referred to as 'the Company') and the person who has signed the Booking Form (referred to as 'the Hirer'). If you are in any doubt as to the meaning of any of the following conditions then please consult the Company Secretary.

Bookings may only be made by responsible persons aged 25 years or older. The Company does not accept bookings for 18<sup>th</sup>. or 21<sup>st</sup>. birthday parties unless these are supervised at all times by the Hirer, and the Company may impose additional conditions before confirming a booking.

### **1. Supervision:**

The Hirer shall, during the period of hiring, be responsible for the supervision of the premises and its contents, and the behaviour of persons using the premises, including supervision of car parking arrangements to avoid obstruction and hazardous situations.

### **2. Use of Premises:**

The Hirer shall not use the premises for any purpose other than that described in the Booking Form, and shall not allow the premises to be used for any unlawful purpose, nor do anything, or bring anything onto the premises which may endanger the same.

### **3. 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.

### **4. Licensable activities:**

The Company has applied for a Premises Licence covering regulated entertainment (live music, plays, film shows, dance), the provision of facilities for dance, music and similar events, and late night refreshments (from 11.00 – 11.30 p.m.), and on certain seasonal occasions such as Christmas, New Year's Eve (from 11.00 p.m. – 1.30 a.m.).

The Premises are not licensed for the sale or supply of alcohol, but alcohol may be consumed on the premises if it is brought in by individuals or provided free of charge as part of an event (e.g. Weddings). If alcohol is supplied as part of an event where entry is charged (e.g. New Year's Eve dance), the Hirer must apply for a Temporary Event Notice from the Licensing Department, Breckland Council.

### **5. Public safety compliance:**

The Hirer shall comply with all regulations made in respect of the premises by the Local Authority, the Licensing Authority, the Premises' 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.

(a) The Hirer acknowledges that they have received instruction in the following matters:

- The action to be taken in event of fire: this includes calling the Fire Brigade and evacuating the hall. **(The Hirer must always carry a mobile phone.)**
- The location and use of fire equipment. **(Diagram of location to be provided 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 that:

- All fire exits are unlocked and panic bolts in good working order.
- All escape routes are free of obstruction and can be safely used.
- Any fire doors are not wedged open.
- Exit signs are illuminated.
- There are no obvious fire hazards on the premises.
- Access for emergency vehicles is unobstructed.
- Ensure that the number of people on the premises at any time does not exceed the permitted capacity.

(c) The Hirer shall also:

- Provide attendants to assist people entering and leaving, who must be over 18yrs of age. In the case of children, the number of attendants should not be less than one per 50 children (or part thereof).
- All persons on duty should be fully instructed in their responsibilities in the event of an emergency, including helping disabled guests, use of equipment, how to call the fire brigade and evacuation procedure.
- Shall ensure that no performances pose a risk to public safety.

(d) For events taking place on the Open Space, the Hirer will ensure that:

- No fireworks are permitted.
- No 'bouncy castles' are permitted.

## **6. Means of escape:**

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

(b) The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

## **7. Outbreaks of Fire:**

The Fire Brigade shall be called to any outbreak of fire, however slight, and details shall be given to the Secretary of the Company.

## **8. Smoking**

The Hirer 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.

## **9. 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.)

## **10. Electrical Appliance Safety:**

The Hirer shall ensure that any electrical appliances brought by them onto 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.

### **11. 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 Company, 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 as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer, and

(iii) subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of the Company and its employees, volunteers, agents and invitees against such liabilities.

(b) (i) **In cases of commercial hire** where the Company does not insure the liabilities described in sub-clauses 11(a)(ii) and (iii) above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the Bookings Secretary. Failure to produce such policy and evidence of cover will render the hiring void.

(ii) The Company has insurance to cover the liabilities described in sub-clauses (a)(i) above and may, **at its discretion and in the case of non commercial hirers**, insure the liabilities described in sub-clauses (a) (ii) and (iii) above. The Company shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified the Company, its 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.

(iii) If the Hirer of a non-commercial event engages the services of a person or persons who operate on a commercial basis, then the Hirer must ensure the provider has their own public liability cover as the Company's insurance policy does not insure their liabilities.

(c) Where the Company does not insure the liabilities described in sub-clauses (a)(ii) and (iii) above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the village hall secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the hall secretary to rehire the premises to another hirer.

The Company is insured against any claims arising out of its own negligence.

### **12. Accidents and dangerous occurrences**

The Hirer must report all accidents involving injury to the public to the Company Secretary **as soon as** possible and complete the relevant section in the village hall's accident book. Any failure of equipment belonging to the village hall must also be reported **as soon as possible**.

### **13. 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.

(b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Company. No decorations are to be put up near light fittings or heaters.

#### **14. Heating**

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

#### **15. Drunk and disorderly behaviour and supply of illegal drugs**

The Hirer shall ensure that 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.

#### **16. Animals**

The Hirer shall ensure that no animals are to enter the kitchen at any time.

#### **17. 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 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.

#### **18. Fly posting**

The Hirer shall not permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises.

#### **19. 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.

#### **20. Film shows**

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification.

#### **21. 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.

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 by-election

(b) the 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.

## **22. 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.

## **23. 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.

## **24. Stored equipment**

The Company 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 Company 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 Company 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.

## **25. 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 Company 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. 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.

## **26. No rights**

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

## **27. Dangerous and unsuitable performances**

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