

## INKPEN VILLAGE HALL – STANDARD CONDITIONS OF HIRE

These standard conditions apply to all hiring of the Village Hall under this Agreement. If the Hirer is in any doubt as to the meaning of the following, a member of the Village Hall Trustees (VHT) should be consulted.

- 1. SUPERVISION** The Hirer shall, during the period of the hire, be responsible for supervision of the premises and contents. In particular the Hirer is responsible for ensuring:
  - as far as is reasonably practicable, that those using the premises act in a manner that is unlikely to cause damage to the premises.
  - as far as is reasonably practicable, that those using the premises act in a manner that is unlikely to cause injury or illness to themselves or others.
  - that no more than 100 persons are present on the premises at any time during the hiring.
  - that no animals except guide/assistance dogs are brought into the premises. No animals whatsoever are allowed in the kitchen.
  
- 2. USE OF PREMISES** The Hirer:
  - shall not use the premises for any purpose other than that described in the Agreement.
  - shall not use or allow the premises to be used for any unlawful purpose or bring onto the premises anything which may endanger the same or render invalid any insurance policies.
  - shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning in order to avoid disturbing neighbours
  - shall remove all of their own equipment and other property at the end of the hiring.
  - shall not allow the use of drugs on the premises or allow smoking on the site.
  - shall ensure that care is taken to avoid excessive consumption of alcohol. Alcohol must not be served to any person suspected of being drunk or 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 must be asked to leave the premises.

*Note to hirers, it is useful to identify a number of physically fit volunteers who could assist with controlling abusive visitors if alcohol is to be sold or provided.*
  
- 3. GAMING, BETTING AND LOTTERIES** The Hirer shall ensure that nothing is done on, or in relation to the premises in contravention of the laws relating to gaming, betting and lotteries.
  
- 4. LICENCES** The Hirer should check if the VHT hold a Performing Rights Society (PRS) licence. *A PRS licence permits the use of copyright music in e.g. record, compact disc, tapes, radio, television or by performers in person.*  
It is the responsibility of the hirer to apply for any other necessary licences e.g. a Temporary Events Notice (TEN). The VHT must be notified if a TEN is applied for as the Hall has a limit to the number of Notices granted each year.
  
- 5. 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 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 are over eight and vulnerable adults are taking part in activities). The Hirer shall provide the VHT with a copy of their Child Protection Policy if requested.
  
- 6. HEALTH & SAFETY ISSUES**  
*Note - There are both Risk Assessment and Fire Risk Assessment Documents available in the kitchen for clarification of health & safety issues which should be referred to.*  
*Note - There is no phone line at the Village Hall. The Hirer must bring a mobile phone which has coverage of this area, in case of emergencies. The Village Hall location details are posted in the main hall.*  
The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, West Berkshire Council licensing authority 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 needs to ensure that he/she is aware of the following matters prior to the start of the hire. *(A member of the VHT is prepared to explain these to you if you are unsure.)*

- a) **Fire:** The Hirer must ensure that he/she is aware of the
- action to be taken in event of fire including calling the Fire Brigade and evacuating the hall.
  - location and use of fire equipment, (*Note: diagrams of extinguisher location are posted throughout the building*)

At the start of the hire period the Hirer shall check that:

- the escape routes are free of obstruction and can be safely used. (*Note that the designated Fire Exits are "Push Bar" and have no lock.*)
- any fire doors are not wedged open.
- no internal decorations of a combustible nature shall be used without the consent of a member of the VHT. No decorations shall be put up near light fittings or on heaters.
- no products have been brought on to the premises that pose a significant fire hazard. Naked flames must be restricted to birthday cake candles or similar. *Note: fireworks or portable Liquefied Propane Gas (LPG) for a barbeque or similar may be brought onto the grounds but must not be brought inside the building.*

In the event of fire, however small, the Fire Brigade must be called immediately and contact must be made as soon as practicable with a member of the VHT.

- b) **Food Hygiene:** The Hirer, if preparing, serving or selling food, shall observe all relevant food health and hygiene legislation and regulations.
- c) **Electrical 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. Any trailing leads should be routed along walls and not across doorways.
- d) **Accidents and Dangerous Occurrences:** Hirers should be aware that there is a First Aid Box and Accident Book located in the kitchen. The Hirer must report all accidents involving injury to the public, to a member of the VHT as soon as is practicable 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 is practicable. Certain types of accident or injury must be reported on a special form to the local authority. The VHT will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR)

7. **INDEMNITY:** The Village Hall is insured against any claims arising out of its own negligence. The Village Hall accepts no responsibility for any equipment or other property brought on to or left at the premises by the Hirer, and all liability for loss or damage is hereby excluded.

7.1 For non-profit making community events, the Village Hall Insurance provides indemnity for accidents, damage or illness caused by the event.

7.2 For private events, and profit making hirers, including those who sub-hire from a non-profit making hirer, the Village Hall Insurance does NOT provide indemnity for accidents, damage or illness caused by their actions or by their negligence. The hirer is responsible for making good or paying for loss of contents or damage to the premises, fixtures, fittings or contents. The hirer/sub hirer is advised to indemnify him or herself against:

- cost of repair/replacement of any damage to any part of the premises or grounds or loss of property caused by, or negligence of, the hirer/sub-hirer.
- all claims, relating to illness or injury to person/s arising as a result of the use of the premises, or negligence by the hirer/sub-hirer.

8. **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 deposit shall be at the discretion of the VHT.

The VHT reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- the premises being required for use as a Polling Station for a Parliamentary or Government election or by-election,
- the VHT reasonably considering that such hiring will lead to a breach of licensing conditions, or a breach of other legal or statutory requirements, or unlawful or unsuitable activities will take place at the premises as a result of this hiring.

- 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.

**9. END OF HIRE:** The Hirer shall be responsible for ensuring that:

- the premises and surrounding area are left in a clean and tidy condition with table tops wiped, floors swept and any spillages mopped up. (*Mops, buckets, dustpan and brushes can be found in the cupboard to the right of the main entrance.*)
- all doors and windows are locked/secured unless directed otherwise.
- all lights, cooking equipment, portable electrical appliances (if used) and taps are switched/turned off.
- equipment temporarily moved is returned to its usual position.
- any rubbish including the waste in the kitchen bin is removed to the outside bin.

If these conditions are not complied with the VHT may at their discretion make an additional charge.

**10. NO OTHER RIGHTS:** The Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.