

BOSBURY PARISH HALL – Standard Conditions of Hire

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

1. Age

The Hirer or Authorised Representative, being a person of 18 years of age or over, 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.

2. 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, including proper supervision of car parking. **NB** For events covered by the Premises Licence (see Hiring Agreement and Notice in the entrance hall), there must be 3 full-time stewards appointed and in attendance during the event. A note of their names shall be posted in the entrance hall during the event so Users know who they are.

3. 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 nor allow the consumption of alcohol thereon without written permission. The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer. The maximum number of people permitted in the building during an event is 200.

4. 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.

5. 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 Parish 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 Parish Hall's Health and Safety policy.

(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 location and use of fire equipment is shown on the information sheet Fire Emergency Plan.
- 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 (also at all times when the Hall is occupied).
- That there are no obvious fire hazards on the premises.

**IMPORTANT INFORMATION
FOR THE HIRER. PLEASE READ
AND KEEP FOR REFERENCE**

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) Emergency lighting supply illuminating all exit signs and routes is operated by an automatic mains failure device.

7. Outbreak of fire

In the event of a FIRE the Hirer shall :-

- (a) Call the Fire Brigade on 999 (the nearest Public Telephone box is opposite beyond The Bell Inn, taking cards only).
(b) Order and supervise the evacuation of the public and event personnel.
(c) If safe to do so, extinguish the fire and/or remove any flammable material.
(d) Provide the Parish Hall Secretary with all details of the incident at the earliest opportunity.

8. Health and hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. Dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations.

9. 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. Where a residual circuit breaker is provided the hirer **must** make use of it in the interests of public safety.

10. 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 Parish Hall Management Committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

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 Parish 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 Parish 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 Parish Hall Management Committee and the Parish Hall's employees, volunteers, agents and invitees against such liabilities.

(b) The Parish 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 Parish 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 Parish Hall Management Committee and the Parish 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.

(c) Where the Parish Hall does not insure the liabilities described in sub-clauses (a) (ii) and (iii) above, as with commercial hirers, 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 Parish Hall Secretary. Failure to produce such a policy and evidence of cover will render the hiring void and enable the Parish Hall Secretary to rehire the premises to another hirer. The Parish Hall 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 a member of the Parish Hall Management Committee **as soon as possible** and complete the relevant section in the Parish Hall's accident book. Any failure of equipment belonging to the Parish Hall must also be reported **as soon as possible**. A First Aid kit for minor injuries is stored on the wall inside the kitchen. Certain types of accident or injury to working staff must be reported to the Health and Safety Executive. This form is available online at <http://www.hse.gov.uk/riddor/>. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR). For major injuries only, there is an Incident Contact Centre (opening hours Monday to Friday 8.30 am to 5 pm) on: 0845 300 9923 For very serious or dangerous incidents, the out-of-hours number is 0151 922 9235.
- 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 shall be erected without the consent of the Parish Hall Management Committee.
(c) No decorations are to be put up near light fittings or heaters.
- 14. 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 or under the influence of drugs, 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.
- 15. Animals**
The Hirer shall ensure that no animals (including birds) except guide dogs or dogs being trained by a competent person are brought into the premises, other than for a special event agreed to by the Parish Hall. No animals whatsoever are to enter the kitchen at any time.
- 16. 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 Parish Hall Secretary with a copy of their CRB check and Child Protection Policy on request.
- 17. 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. Failure to observe this condition may lead to prosecution by the local authority.
- 18. 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.
- 19. 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.
- 20. Licensable activities**
The Parish Hall does not hold a Performing Society Right Licence which permits the use of copyright music in any form, e.g. record, compact disc, tapes, radio, television or by performers in person. If this or other licences are required in respect of any activity in the village hall the Hirer should ensure that they hold the relevant licence.
- 21. Film shows**
Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film.
- 22. Hire Charges and Deposits**
(a) For **one-off events**, the Hirer shall pay a Booking Deposit of ONE THIRD of the cost of the Hiring to secure the booking. In the event of the Hirer deciding to cancel the booking for any reason, the deposit is non-returnable unless a replacement Hiring of the Hall is obtained. The Balance of the Hiring Charge is payable TEN DAYS before the event and, after this is paid, the complete Hire Charge is non-returnable. If the Balance and any Damage Deposit (see (b)) is not paid ten days before the event, the booking will be considered cancelled.
(b) For **parties, discos and dances**, an additional Damage Deposit of £100 shall be paid TEN DAYS before the event for which the premises are hired. This will be held against the costs of any damage to the Hall or equipment and will be returned within 48 hours after the event except in the event of any damage. The extent and cost of such damage shall be agreed as soon as possible and will be deducted from the Deposit and the balance refunded. If the cost of damage exceeds the Deposit, then the Hirer will immediately pay any balance to the Hall.
(c) For **regular hirings**, that is a series of pre-booked hirings for a minimum of six sessions of at least one hour each held within a six-month period, no Booking Deposit is required and the Hirer will be sent a bill at the end of each month. Sessions are charged at a discounted rate and must be paid for in full even if a session is cancelled for any reason.
- 23. Cancellation**
The Parish 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 Parish Hall Management Committee reasonably considering that (i) such hiring will lead to a breach of licensing conditions 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 Parish Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.
- 24. 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 Parish Hall shall be at liberty to make an additional charge. **NB All rubbish must be bagged and removed from the premises** as there is no specific refuse collection from the Parish Hall.
- 25. 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.
- 26. Stored equipment**
The Parish 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 must be removed at the end of each hiring.
- 27. No alterations**
No alterations or additions may be made to the premises nor may any fixtures be installed without the prior written approval of the Parish Hall Secretary.