

# Oswaldkirk Village Hall

Registered Charity No 523399

## Standard Conditions of Hire

If you are in any doubt as to the meaning of any of the following Standard Conditions, you must seek clarification from the Trustees without delay.

### 1. Age

You, or your agent, being a person of 18 years of age or older, hereby accept responsibility for being in charge of and on the premises at all times during the hire and for ensuring that all Standard Conditions under this Agreement relating to the management and supervision of the premises are met.

### 2. Supervision

During the period of the hiring, you are responsible for:

- (i) supervision of the premises, the fabric and the contents;
- (ii) care of the premises, safety from damage however slight or change of any sort;
- (iii) the behaviour of all persons using the premises whatever their capacity, thereby minimising any disturbance to our neighbours and including proper supervision of car parking arrangements so as to avoid obstruction of the highway. Access to the adjacent garages should be maintained at all times.

As directed by us, you must 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.

### 3. Use of premises

You must not use the premises (including the car park) for any purpose other than that described in the Hiring Agreement. You must not sub-hire or use the premises or allow the premises to be used for any unlawful or unsuitable purpose or in any unlawful way. Neither will you allow anything or bring on to the premises anything which might endanger the premises or render invalid any insurance policies covering the premises.

### 4. Insurance and indemnity

- (i) You are liable for:
  - (a) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including its curtilage or its contents,
  - (b) the cost of repair of any damage (including accidental and malicious damage) done to the services within the building,
  - (c) all claims, losses, damages and costs made against or incurred by us, our employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of your use of the premises, including the storage of equipment.
  - (d) all claims, losses, damages and costs made against or incurred by us as a result of any nuisance caused to a third party as a result of your use of the premises.
- (ii) Where possible, we will take out adequate insurance to insure the liabilities described in sub-clauses (i)(a) and (b) above.
- (b) You will be liable to cover the difference between the amount of any liability arising from the hire and the monies we receive under the insurance policy.
- (iii) Where we do not insure the liabilities described in sub-clauses (i)(c) and (d) above, you should take out adequate insurance to insure such liability and on demand must produce the policy and current receipt or

other evidence of cover to our Bookings Secretary. If you fail to produce such policy and evidence of cover, we will cancel the Hiring Agreement.

We are insured against any claims arising out of our own negligence.

**5. Gaming, betting and lotteries**

You must ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

**6. Music**

We hold a licence with PPL PRS Ltd which allows the use of commercial music in the hall. The licence does not cover artists who perform for a living or organisers running commercial events for their own gain. In these circumstances the hirer/organiser/artists should hold their own licence.

**7. Film**

This Agreement confers the required permission on you to show film. (The Deregulation Act 2015 requires you to have our written permission to show a film). The hirer will be responsible for ensuring that the film is relevant to the ages of the audience.

**8. Safeguarding children, young people and vulnerable adults**

You must ensure that any activities for children, young people and other vulnerable adults are only provided by fit and proper persons in accordance with the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, you must provide us with a copy of your Safeguarding Policy and procedures, risk assessment and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS).

**9. Public safety compliance**

You must comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and our 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. You must also comply with our health and safety policy.

You must call the Fire Service to any outbreak of fire, however slight, and give details to our Hall Secretary.

(i) You acknowledge that you 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.
- 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.
- Location of the first aid box.

(ii) In advance of any activity whether regulated entertainment or not you must check the following items:

- That all fire exits are unlocked and panic bolts are in good working order.
- That all escape routes are free of obstruction and can be safely used for instant free public exit.
- That any fire doors are not wedged open.
- That there are no fire-hazards on the premises.
- That emergency lighting supply illuminating all exit signs and routes are turned on during the time the premises are occupied. (if not operated by an automatic mains failure switching device).
- That the store and cleaner's cupboard are kept locked at all times

## **10. Noise**

You must ensure that in order to avoid disturbing neighbours of the hall and causing a public nuisance the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. You must, 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.

## **11. Conditions consistent with the Premises Licence if your hire includes the sale of alcohol.**

You must ensure that no irresponsible drinking promotions will be held during the term of your hire

For the Protection of Children From Harm, a Challenge 21 Policy is to be operated during the period of hire. The only acceptable verification of age shall be a current passport, photo-card driving licence or other identification carrying the PASS logo.

Alcohol must not be sold or given to anyone under the age of 18.

Adults must not be allowed to buy alcohol on behalf of someone under 18.

Drinking water must be freely provided when requested.

Alcohol purchased in the hall may only be taken out of the hall in sealed containers.

## **11a. Prevention of Crime and Disorder**

The hirer must ensure that during the hire users do not:

- become violent, disorderly or engage in criminal activity
- consume excessive amounts of alcohol
- bring illegal drugs into the hall or consume drugs on the premises or environs

Drunk and disorderly behaviour is not acceptable either on the premises or in its immediate vicinity. We will ask any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way to leave the premises in accordance with the Licensing Act 2003.

## **12. Food, health and hygiene**

You must, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. Hirers should note that the kitchen has not been designed to commercial standards for the preparation, cooking and sale of food.

Dairy products, vegetables and meat brought in to the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. On completion of the hire all consumables must be removed from the fridges.

## **13. Electrical appliance safety**

You must ensure that any electrical appliances brought by you to the premises and used there are 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 you must make use of it in the interests of public safety.

## **14. Stored equipment**

We accept 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 we will charge fees each day or part of a day at the hire fee per hiring until the same is removed.

We may, in our discretion, dispose of any items referred to below by sale or otherwise on such terms and conditions as we think fit, and charge you any costs we incur in storing and selling or otherwise disposing of the same, in any of the following circumstances:

- (i) your failure either to pay any charges in respect of stored equipment due and payable or to remove the same within seven days after the agreed storage period has ended
- (ii) your failure to dispose of any property brought on to the premises for the purposes of the hiring.

## **15. Smoking**

You must comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. We will ask any person who breaches this provision to leave the premises. You must ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

## **16. Accidents, dangerous occurrences, faults and damage**

You must report to us as soon as possible any failure of our equipment or equipment brought in by you. You must report all accidents involving injury to the public to us as soon as possible and complete the relevant section in our accident book. You must report certain types of accident or injury on a special form to the Incident Contact Centre. Our Secretary will give assistance in completing this form and can provide contact details of the Incident Contact Centre. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

Any faults or damage to the premises or equipment should be reported to the Bookings Secretary at the earliest possible moment.

## **17. Explosives and flammable substances**

You must ensure that:

- (i) Highly flammable substances are not brought into, or used in any part of the premises. This requirement includes indoor fireworks and decorative candles excluding small table and cake decorations!
- (ii) No internal decorations of a combustible nature are erected without our consent.

In the event of a fire or other emergency some mobile networks may not receive a signal in the village. Some will, so check other phones. Otherwise go to the neighbours and ask to use a land line.

## **18. Heating**

You must ensure that no unauthorised heating appliances are used on the premises when open to the public without our consent. You must not use portable liquefied propane gas (LPG) heating appliances.

## **19. Animals**

You must ensure that no animals other than Guide Dogs and Hearing Dogs are allowed on the premises. No animals are allowed in the kitchen

## **20. General housekeeping**

Please ensure that waste is properly disposed of and that toilets are left in a clean condition. Please do not use drawing pins, blu-tack or Sellotape on the walls or doors. If you wish to hang banners or decorations there are fittings supplied from which decorations or displays can be hung from the picture rail.

## **21. Fly posting**

You must not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and must indemnify and keep indemnified us accordingly against all actions, claims and proceedings arising from any breach of this Condition. If you fail to observe this Condition you may be prosecuted by the local authority.

## **22. Sale of goods**

You must, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, you must ensure that the total prices of all goods and services are prominently displayed, as must be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

## **23. WiFi Services will be included in the future**

**24. Cancellation**

If you wish to cancel the booking before the date of the event and we are unable to conclude a replacement booking, we may, at our complete discretion, return the deposit or require payment of the hire fee.

We reserve the right to cancel this Agreement by giving you written notice in the event of:

- (i) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;
- (ii) our reasonably considering that (a) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (b) unlawful or unsuitable activities will take place at the premises as a result of the hiring;
- (iii) the premises becoming unfit for your intended use;
- (iv) 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 you will be entitled to a refund of any deposit already paid, but we will not be liable to you for any resulting direct or indirect loss or damages whatsoever.

**25. End of hire**

At the end of the hire, you are responsible for leaving the premises and surrounding area in a clean and tidy condition, disposing waste in the appropriate bins and for ensuring that the hall is locked, lighting and electrical appliances are turned off, fire doors and hatch are closed and secured and that cookers and fridges are emptied. Any contents temporarily removed from their usual positions should be properly replaced. If this is not done, we may make an additional charge and deduct it from the deposit paid.

**26. No alterations**

You must not make any alterations or additions to the premises nor install or attach any fixtures or placards, decorations or other articles in any way to any part of the premises without our prior written approval. In our discretion, any alteration, fixture or fitting or attachment which we have approved may remain in the premises at the end of the hiring. Such items will become our property unless you remove them and you must make good to our satisfaction any damage you cause to the premises by such removal.

**27. No rights**

This Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on you.

**28. Contacts and acceptance**

Telephone numbers of keyholders are posted on the VH notice board located next to the car park entrance.

The hirer confirms that they have received the information required to operate within the hall:-

**Signed: -**

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**Hirer**

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**Date**