

Fladbury Village Hall Management Committee

Fladbury Village Hall

STANDARD CONDITIONS OF HIRE

For the purposes of these conditions, the term **HIRER** shall mean an individual hirer, or where the hirer is an organisation, the authorised representative. The term **PREMISES** shall mean the Village Hall.

1. **THE HIRER** will, during the period of the hiring, be responsible for the 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 arrangements so as to avoid obstruction of the highway.
2. **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 alcoholic liquor thereon without written permission. If alcohol is to be sold during the hire period the hirer must apply to Wychavon District Council for a TEN (Temporary Event Notice) no later than 10 working days before the event, and keep the Village Hall Informed.
3. **THE HIRER** shall ensure that nothing is done on or in relation to the premises in contravention of the law in relating to gaming, betting and lotteries.
4. **THE HIRER** shall at all times comply with any conditions and regulations made in respect of the premises by the Local Authority, Local Magistrates Court, and Fire Authority and those displayed at the premises. In addition, **THE HIRER** shall also comply with any statements of risk assessment displayed at the premises.
5. **THE HIRER** shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.
6. **THE HIRER** shall ensure that any electrical appliances brought by him to the premises and used there shall be safe and in good working order, and used in a safe manner. Any electrical appliances brought onto the premises **MUST** have been PAT tested within the last 12 months.
7. **THE HIRER** must report all accidents and incidents by registering them in the accident book as well as by informing the Chairman of the Village Hall Committee, of the accident or incident, as follows:
Chairman: Alison King follycottage@dsl.pipex.com

The following **MUST** be reported:

- a death or major injury
- an injury which results in someone being unable to work for more than three days
- a work-related disease
- a dangerous occurrence
- any injury which results in a member of the public being taken to hospital.

8. **THE HIRER** shall indemnify the Trustees for the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the buildings which may occur during the period of the hiring as a result of the hiring.

A DAMAGE DEPOSIT as detailed on the Hiring Agreement will normally be payable by **HIRER** to the Trustees who, within 28 days of the termination of the period of hire or after the finalisation of the account (whichever period is the longer), will repay such deposit to THE HIRER less the cost of rectifying any damage caused to the premises and/or contents thereof during the period of the hiring, or excess cleaning required as a result of the hiring.
9. If **THE HIRER** wishes to cancel the booking before the date of the event and the Trustees are unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Trustees.
10. **THE HIRER** shall ensure that the minimum of noise is made on arrival and departure.
11. **In the use of amplifiers**, the level of sound must at all times be controlled so as to avoid causing nuisance to villagers residents.
12. **THE HIRER** shall ensure that no dogs except guide dogs are brought into the hall without prior permission.
13. At the end of the hiring, **THE HIRER** shall be responsible for the leaving the premises 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 Trustees shall be at liberty to make an additional charge.
14. The Trustees reserve the right to cancel this hiring in the event of the hall being required for use as a Polling Station for a Parliamentary or Local Government election or by-election, in which case **THE HIRER** shall be entitled to a refund of any deposit already paid.
15. In the event of the premises or part thereof being rendered unfit for the use for which it has been hired, the Trustees shall not be liable to **THE HIRER** for any resulting loss or damage whatsoever.
16. **THE HIRER** shall ensure that any activities involving children shall comply with the provisions of The Children Act 1989 and any amendments made thereafter, and that only fit and proper persons have access to the children.
17. **THE HIRER shall ensure that Public Liability Insurance is in place for the hirer's event. (The Trustees' own Public Liability Insurance automatically covers many non-profit making activities).**
18. **Before using the hall The Hirer** should review the premises for health and safety issues, noting the position of the two fire exits (in addition to main entrance door), the First Aid Box (in kitchen wall cupboard), fire extinguisher and fire blanket (both also in kitchen). Care should be taken in use of the premises & fittings as further indicated in the Hirer's Reference Book in kitchen drawer.
19. If **THE HIRER** wishes to sell alcohol during the event they must apply for their own Temporary Event Notice (TEN) from Wychavon District Council. The Council recommend that you allow at least 10 working days for any applications to be processed.