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## **Standard Conditions of Hire**

These standard conditions apply to the hiring of any part of the village hall. If the Hirer is in any doubt as to the meaning of the following, the Hall Manager should immediately be consulted.

### **1. Supervision**

The Hirer shall, during the period of the hiring, be responsible for the supervision and care of the premises, the fabric and its contents and ensure against damage however slight. The Hirer is also responsible for the behaviour of all persons using the premises, whatever their capacity, as well as supervision of car parking arrangements so as to avoid obstruction of the highway. As directed by the Village Hall Management Committee, the Hirer shall 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.

The Hirer shall appoint two fire stewards who should be fully conversant with the requirements of clauses 8, 9 & 10. If the event involves admission of the Public for Plays, Musical entertainment, or Dancing, four stewards shall be appointed. All stewards should be introduced to the attendees and be easily identified by them.

### **2. 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.

### **3. Deposit**

A refundable security deposit of £100 is taken from a casual Hirer to secure their booking. This is refunded after the booking; money only being taken out to recover losses or damages. If the hall is not left clean and tidy, then an additional £30 fee plus £16 per hour for cleaning will also be taken from the deposit.

### **4. Hiring Fee**

After the security deposit has been taken, an invoice will be sent to a casual Hirer. This will be due at least 21 days before their booking. Regular Hirers will receive an invoice at the end of each month payable within 7 days.

### **5. 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.

### **6. Licences**

The Hall has a licence with the Performing Right Society for the performance of copyright music permitting the use of copyright music in any form. If other licences are required in respect of any activity in the Parish Hall, the Hirer should ensure that they hold the relevant licence, or the Village Hall holds it. If the Hirer or someone on behalf of the Hirer is to be selling alcohol, then a Temporary Event Notice (TEN) will need to be obtained from Wychavon District Council and a copy sent to the Hall Manager. The Village Hall is licenced for music, plays, dancing, indoor sports and not for profit film showings for less than 500 people and between 08:00-23:00, therefore these activities cannot go ahead between 23:00-08:00. The exception is New Year's Eve when the licence is extended through to the start of permitted hour the next day.

## 7. Public Safety Compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the 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.

Safety information for hirers:

- \* Escape routes are clearly marked and need to be clear of obstructions.
- \* Fire extinguishers can be found throughout the premise and fire blankets are provided in the kitchen.
- \* The first aid box and accident book can be found in the kitchen.
- \* The hall's assembly point is on the car park at the front of the building.

## 8. Means of Escape

In advance of an entertainment or play the Hirer shall check the following items:

- \* That all escape routes and corridors are free of obstruction and can be safely used.
- \* That exit signs are illuminated.
- \* That there are no obvious fire hazards on the premises.

## 9. Smoking

Smoking is not allowed in the Hall by statute law.

Smokers shall be asked to dispose their cigarette ends in the wall-mounted box provided on the wall to the right of the main entrance of Village Hall.

## 10. Outbreaks of Fire

The fire brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the hall manager. Emergency contact details are provided on the Schematic drawing provided in the lobby.

## 11. Health and Hygiene

The Hirer shall, if preparing, serving, or selling food, observe all relevant food health and hygiene legislation and regulations. Particular attention should be paid to dairy, vegetable and meat products on the premises which must be refrigerated and stored in compliance with the food temperature regulations. The premises are provided with refrigerators, freezers and thermometers.

## 12. 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. All power circuits in the building are protected by Residual Current Devices to avoid the risk of electrocution.

## 13. Indemnity

- (a) The Hirer shall indemnify and keep indemnified each member of the Village Hall Management Committee/TCLT and the Village Hall's employees, volunteers, agents and invitees against (a) the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises (b) all claims, losses, damages and costs 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 (c) all claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer.

- (b) The Hirer shall take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against the Hirer's liability under paragraph 13(a) and all claims arising as a result of the hire and on demand shall produce the policy and current receipt or other evidence of cover to the Hall Manager. Failure to produce such policy and evidence of cover will render the hiring void and enable the Hall Manager to rehire the premises to another hirer.

The Village Hall is insured against any claims arising out of its **own** negligence.

#### **14. Accidents and Dangerous Occurrences**

The Hirer must report all accidents involving injury to the public to the Hall Manager **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 or brought in by the Hirer must also be reported **as soon as possible**. Certain types of accident or injury must be reported on a special form to the local authority. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

#### **15. Explosives and Flammable Substances**

The Hirer shall ensure that:

- (a) Highly flammable substances (e.g., gas bottles) 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 Village Hall Management Committee/TCLT. No decorations are to be put up near light fittings or alarm sensors.
- (c) Fireworks or Chinese Lanterns are not discharged either inside or outside the building.
- (d) Bonfires, campfires, and barbeques are not permitted on site.

#### **16. 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. The heating system is thermostatically controlled, and no attempt should be made to alter the control settings. In colder weather, the heating controls will be adjusted accordingly by the Hall Manager who should be contacted in cases of emergency.

#### **17. 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 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.

#### **18. Animals**

The Hirer shall ensure that no animals except guide dogs are brought into the premises, other than for a special event agreed to by the Village Hall Management Committee/TCLT. No animals whatsoever are to enter the kitchen at any time.

#### **19. Compliance with The Children Act 2004**

The Hirer shall ensure that any activities for children under eighteen years of age comply with the provisions of The Children Act of 2004 and that only fit and proper persons who have passed the appropriate Disclosure and Barring Service (DBS) 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/TCLT with a copy of their DBS on request.

## 20. 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 and shall indemnify and keep indemnified each member of the Village Hall Management Committee/TCLT accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

## 21. 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. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

## 22. Cancellation

If the Hirer wishes to cancel or amend the booking, at least 21 days' notice should be given before the date of the event. (In the case of Regular Hirers, 7 days' notice). If the Village Hall Management Committee/TCLT 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 Management Committee/TCLT. The Committee/TCLT 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 Tibberton Village Hall Management Committee/TCLT 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 their deposit and hire fee already paid, but the Tibberton Village Hall Management Committee/TCLT shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

## 23. 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. Failure to comply will invalidate Tibberton Village Hall's insurance policy and consequential losses will be recovered from the Hirer. Any contents temporarily removed from their usual positions shall be properly replaced; otherwise, the Village Hall Management Committee/TCLT shall be at liberty to make an additional charge.

### (a) Cleaning

The Hirer shall ensure that all rooms used including entrance, kitchen & toilets are swept clean (mopped if liquids have been spilt). If the kitchen has been used, the Hirer accepts responsibility for cleaning all appliances, sinks and worktops. Cleaning materials are provided – they can be found in the Cleaning Room. All used crockery and cutlery to be washed, dried and put away. Used tea towels should be left in the bin provided.

### (b) Removal of Refuse

Internal waste bins should be emptied into black bin bags and the bags placed in the large bin provided near the rear kitchen door. All recyclable material as defined by the current local authority instructions should be placed in the recycling bin near the rear kitchen door. If these are full, the surplus should be put in a bin bag and placed in the bin area outside the rear kitchen door.

## 24. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night. The Hirer shall, if using sound amplification equipment comply with any other licensing condition for the premises. Noise must be kept to a minimum between 23:00-08:00.

## 25. Stored Equipment

The Village Hall Management Committee/TCLT 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, unless agreed with the Hall Manager, or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

Tibberton Village Hall Management Committee/TCLT may, at its discretion, dispose 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 in any of the following circumstances, namely:

- (a) in respect of stored equipment: failure by the Hirer either to pay any storage charges due and payable or to remove the same within 7 days after the agreed storage period has ended.
- (b) in respect of any other property brought on to the premises for the purposes of the hiring: failure by the Hirer to remove the same within 7 days after the hiring.

## 26. 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 Hall Manager. Any alteration, fixture or fittings or attachments so approved shall, at the discretion of Tibberton Village Hall Management Committee/TCLT, 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 Village Hall Management Committee/TCLT, any damage caused to the premises by such removal.

## 27. No Rights

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

## 28. Access and Security

The keys and burglar alarm codes held by the Hirer remain the property of the Village Hall Management Committee/TCLT and must be returned to the designated key holder at the end of the hire period. On no account may they be passed to unauthorised third parties. Any damage or loss sustained by the Village Hall following such action will be recovered from the Hirer.

## 29. Car Park

23 car parking spaces are provided, with bays for disabled parking (**Only Blue Badge holders are to occupy these spaces**) Caravans are not permitted on the car park. Trailers are permitted if used in conjunction with events. (e.g., bars or catering). The car park is not to be used for any other purpose without written agreement from the Village Hall Management Committee.

### 30. General

#### a) Chairs & Tables -

**Main Hall/Meeting Room** - Chairs, large and small tables are stored in the chair and table store in the Main Hall. Use the trolleys to bring them out and return after use - do not allow them to be dragged across the floor. Stack the chairs in the store when finished. **(Stack no more than 8 chairs).**

If you require additional seating on the patio, you should inform the Hall Manager who will advise you of the arrangements to procure same. **Under no circumstances should upholstered chairs be used outside the building.**

In particular, we would ask you to ensure tabletops are wiped clean before being stacked.

#### b) Kitchen -

**Sink Hot water for washing up is very hot, so please be careful when using it.**

A wall mounted heater can provide large amounts of hot water for drinks; **take great care as the water is boiling hot.**

There are thermometers in the refrigerator and freezer. Crockery and cutlery are stored in marked cupboards and drawers (approx. 100 place settings).

**NOTE that you are responsible for cleaning the appliances, crockery and cutlery after use, ready for the next hirer.** Tea towels are kept in the cupboard next to the sinks; used towels should be placed in the bins provided. Bin bags and anti bac wipes are stored under the sink.

c) **External Lighting** - The outside lights should be turned on during any event that takes place after dark by pressing a large round button in the lobby to the left of the main entrance and will go off automatically.

d) **Internal Lighting** – All internal lights come on automatically on entering the hall except the lights in the Main Hall which can be put on using the set of switches to the right of the entrance to the Main Hall and must be switched off before exiting the building.

e) **Fire Alarm** - Should the fire alarm sound **without apparent cause:** (Electricity outage/failure is the usual causal event) please follow the instructions on the alarm panel to silence and reset the alarm. Let the Hall Manager know about the fault.

f) **Decorations & Display Facilities** - The hall is equipped with a pin board for the display of notices, decorations etc. Do not fix decorations near light fittings, radiators or alarm sensors. **Do not use Sellotape, Blu Tack, string or coloured ribbon to secure any item to any part of the hall building or equipment unless you are prepared to remove all traces at the end of the hire period. This includes table & chair legs.**

g) **Faults/Damage/Comments** - Please report any faults or damage to the Hall Manager as soon as possible so that they can be rectified quickly. The Village Hall Management Committee/TCLT welcomes comments or observations that you may have about your hire of the Village Hall and hopes that you and your guests enjoy your visit.

h) **Induction Loop (AFILS)** - An Induction Loop is provided for the benefit of Hearing Aid Users in the Village Hall. Instructions for switching on the equipment can be obtained from the Hall Manager.

i) **Only rooms indicated on the Booking Form are to be used by the Hirer. Any deviation from those stated could result in loss of deposit to cover additional hire charges.**

**Health & Safety Information Note for all Hall Users**

As outlined in the Village Hall hire agreement, all users should abide by the conditions of hire for their own health and safety. In addition to these conditions, please ensure:

- Hirers are to ensure any incidents, defects or concerns are reported to the Hall Manager.
- Hirers are responsible for communicating to their users the need for care and attention when driving in the car park.
- Hirers must request that their users abide by the 5mph speed limit.
- Hirers are to ensure no smoking within the premises and encourage users to dispose of their waste in the appropriate external bins provided.
- Hirers are to ensure that they follow correct manual handling procedures whilst transporting equipment, tables and chairs.
- No cooking is to be carried out within the Hall, other than within the kitchen area.
- Where required, Hirers are responsible for ensuring they have appropriately qualified First Aiders for their organisation.
- No hazardous or flammable materials are to be brought onto site.
- All waste is to be removed by Hirers.
- No items or materials are to be left blocking corridors or doorways.
- Spillages are to be cleaned up immediately.
- Hirers must have due care for neighbouring properties and hall users during events where loud music is being played. Noise levels must comply with licencing conditions.
- Hirers are responsible for ensuring any electrical equipment brought onto site must have had appropriate electrical safety checks and it is the responsibility of the hirer to ensure that cables are made secure and safe when in use.
- Hirers are responsible for ensuring that, where required, appropriate DBS checks are carried out within their organisations.
- Hirers are responsible for completing their own risk assessments and insurances for any activities or equipment used on site.
- Cleaners are made aware of the control and use of hazardous substances. It is the responsibility of the Hirer for any cleaning products brought into the Hall and for their use, control, and appropriate disposal.