

# Great Stukeley Village Hall

Registered Charity No. 803359

With effect from 1 June 2010

## Standard conditions of hire

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

1. All hiring is at the discretion of the Great Stukeley Village Hall Management Committee (the Committee). The Committee reserves the right to review the letting charges at any time. In the event of such a review the Committee undertakes to give adequate notice of any changes to the Hirer.
2. No person under the age of 18 will be permitted to hire the hall.
3. None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.
4. The Hirer agrees to be present (by its authorised representative, if appropriate) during the hiring and to comply fully with this Hire Agreement.
5. Any queries regarding the hire of GSVH should be referred to the Booking Clerk on 07934 853646. Access to the hall may be obtained by arrangement with the Caretaker (07773 606791) or Chairman (07885 438619).
6. **Use of premises**
  - 6.1 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 nor do anything which may endanger the premises or render invalid any insurance policies in respect thereof.
  - 6.2 The Committee reserves the right to deduct from the deposit, or charge the Hirer, for ANY expenses incurred as a result of the booking.
7. **End of hire**
  - 7.1 A session is considered to have ceased when the hall has been vacated allowing for a maximum of 30 minutes clearing up time. Over-runs may be charged at the appropriate rate (as detailed on the letting charges) if activities run over the agreed time. Access can be gained 1 hour in advance of the booking time for setting up by prior arrangement with the Caretaker and will be charged at the hourly rate shown on the Letting Charges.
  - 7.2 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 village hall shall be at liberty to make an additional charge.
  - 7.3 Cleaning equipment is available in the area behind the stage. The Hirer shall wipe all tables used, mop up any spills, sweep the floors and collect and dispose of any rubbish, for which black bags are provided. Any remaining rubbish will incur a fee per bag to cover additional costs incurred by the Committee to the Local Authority for removal of said bags. The charge for these will be deducted from the Hirers Indemnity deposit.
  - 7.4 Three tea towels are provided in the bar area and in the kitchen. Please ensure they are still there on your departure. If the premise is left in an unsatisfactory state, the Committee will arrange for extra cleaning. The cost of such additional cleaning will be charged to the Hirer.
  - 7.5 If the Hirer considers the premise is not in a satisfactory state on commencement of the hiring period, this is to be reported to the Caretaker (07773 606791) within 1 hour.
8. **Cancellation**
  - 8.1 A deposit must be paid to the Booking Clerk at the time of reservation, which will be refunded in full subject to clauses 6 and 7. A booking is not considered confirmed until the said fee has been paid. **IN ADDITION THE FULL HIRE CHARGE IS TO BE PAID AS LEAST ONE MONTH BEFORE THE DATE OF THE EVENT. ENTRY TO GSVH WILL NOT BE PERMITTED IF THE FULL FEE HAS NOT BEEN PAID IN ADVANCE.**
  - 8.2 If a cancellation is made at least 14 days before the event, monies received will be returned, less a small charge for administration. If cancellation is made within 14 days prior to the event, the booking fee will be retained. **THE HIRER SHALL BE LIABLE FOR THE FULL LETTING CHARGE IF A CONFIRMED BOOKING IS NOT CANCELLED IN ADVANCE.**
  - 8.3 The Committee reserves the right to cancel this hiring by written notice to the Hirer 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) the Village Hall management Committee 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
    - (iii) the premises becoming unfit for the use intended by the Hirer

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- (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
- (v) 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. Supervision

- 9.1 The Hirer shall, during the period of the hiring, be responsible for supervision and care of the premises, the fabric and the contents and the behaviour of all persons using the premises, including proper supervision of car parking arrangements so as to avoid obstruction of the highway. As directed by the Hall Secretary, 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.
- 9.2 The two main causes of damage to the Hall floor are the wearing of stiletto heels and dragging heavy objects across the floor. Accordingly, the Hirer is requested to ensure that all users avoid wearing stiletto heels and, when re-arranging furniture, to lift tables, chairs and any other heavy objects clear of the floor.

## 10. Insurance and indemnity

- 10.1 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 village 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 village 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 village hall management Committee and the village hall's employees, volunteers, agents and invitees against such liabilities.
- 10.2 The village hall shall take out adequate insurance to insure the liabilities described in sub-clauses (10.1)(i) above and may, in its discretion and in the case of non commercial hirers, insure the liabilities described in sub-clauses (10.1) (ii) and (iii) above. The village 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 village hall management Committee and the village 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.
- 10.3 Where the village hall does not insure the liabilities described in sub-clauses (10.1)(ii) and (iii) above, 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 village hall secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the hall secretary to rehire the premises to another hirer.
- 10.4 The village hall is insured against any claims arising out of its **own** negligence.

## 11. Licences

- 11.1 The Village Hall has a Premises Licence authorising the following regulated entertainment and licensable activities at the times indicated. Please confirm which licensable activities will take place at your event:
- (i) the performance of copyright music. The licence with the Performing Right Society is displayed in the Village Hall.
  - (ii) music and dancing between the hours of 10am and 12 midnight.
- 11.2 If other licences are required in respect of any activity in the village hall the Hirer should ensure that they hold the relevant licence. In order to hold a licensable activity on the premises not covered by the Hall's Premises Licence, a Temporary Event Notice (TEN) will need to be given to the licensing authority.
- 11.3 If there is any requirement for alcohol to be consumed it is the responsibility of the Hirer to obtain the necessary liquor licence from the appropriate authority. **THE VILLAGE HALL DOES NOT HAVE A LIQUOR LICENCE.**

## 12. 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.

## 13. Public safety compliance

- 13.1 The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, the hall's Fire Risk Assessment, 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 hall's health and safety policy contained in the blue Health & Safety folder displayed on the premises. Basic first aid materials can be found in the Main Kitchen. A Fire Risk Assessment is provided in the Health & Safety folder.

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13.2 The Committee cannot accept any responsibility for any loss, damage or accidents occurring during occupation of the premises. Particular attention is drawn to the need to observe safety regulations, e.g. access to fire exits must be kept clear at all times.

## 14. Health and hygiene

**THE HALL KITCHEN IS NOT EQUIPPED FOR PREPARING AND COOKING FOOD.** It can be used for heating and serving previously prepared food. Cooking or preparing food in the Main Hall or Committee Room is not permitted. The Hirer shall observe all relevant food health and hygiene legislation and regulations.

## 15. Smoking

All persons using the hall shall comply with the prohibition of smoking in public places provisions of the Health Act 2006 and the regulations thereunder. Any person who breaches this provision will be asked to leave the premises.

## 16. 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 (i.e. PAT tested).

## 17. Accidents and dangerous occurrences

The Hirer must report all accidents involving injury to the public to a member of the village hall management Committee **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**.

## 18. Explosives and flammable substances

The hirer shall ensure that:

- (i) highly flammable substances are not brought into, or used in any part of the premises, and that
- (ii) no internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the management Committee. No decorations are to be put up near light fittings or heaters.

## 19. 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 management Committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

## 20. 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.

## 21. Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by the village hall. No animals whatsoever are to enter the kitchen at any time.

## 22. 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.

## 23. 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's management Committee 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.

## 24. 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.

## 25. Equipment

25.1 Additional staging is available at extra charge for the use of the Hirer if requested. The use of the PA system is also available on request at the time of booking.

25.2 The village 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.

## 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 Secretary. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the village hall remain in the premises at the end of the hiring. It will become the

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property of the village hall unless removed by the hirer who must make good to the satisfaction of the hall or, if 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. Bouncy Castles and similar inflatable devices**

28.1 If the Hirer wishes to use a bouncy castle or similar inflatable device in the hall, the Hirer **must** ensure that the provider has their own Public Liability Insurance and **must** provide evidence of this at the time of booking.

28.2 It is the responsibility of the Hirer to ensure that all inflatable play equipment carries a PIPA tag.