

# **HALBERTON VILLAGE HALL**

## **Terms & Conditions for the hire of the Village Hall**

### **Definitions**

For the purposes of the conditions of hire, the term “Hirer” shall mean an individual hirer or, where the “Hirer” is an organisation that organisation. “Premises” means those parts of the Village Hall stated in the Booking being those subject to the hire agreement. “Booking” means the contract between the Hirer and Halberton Village Hall whether in writing or not. “Period” means the time or times reserved under the Booking and “the Function” means that described and authorised by the Booking. If the Hirer is in any doubt as to the meaning of any of the conditions, the Booking Secretary should immediately be consulted. “Trustees” means the trustees of the Halberton Village Hall/members of the Management Committee.

### **Hiring agreement**

In consideration of the Hire Fee as contracted, the Trustees agree to permit the Hirer to use the Premises for the Function and for the Period(s) agreed. The Hiring Agreement includes the Conditions set out below.

### **Conditions of Hire**

#### **1. Responsibility**

The Hirer, not being a person 18 years of age or under, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present – with particular regard to children and other vulnerable users - 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 arrangements so as to avoid obstruction of the highway. As directed by the Trustees, 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.

#### **3. Use of premises**

The Hirer shall not use the premises (including the car park) 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 or unsuitable 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 sale of alcohol thereon without a TENs licence or Village Hall appointed licensee present.

#### **4. Record Keeping**

Hirers should record the duration of their occupation of the premises in the appropriate folder provided.

## **5. 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 Trustees, 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 Trustees, 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 and every Trustee and the Village Hall's employees, volunteers, agents and invitees against such liabilities.

(b) The Village 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 Village Hall shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each and every Trustee 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.

(c) Where the Village Hall does not insure the liabilities described in sub-clauses (a)(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 Booking Secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the Booking Secretary to rehire the premises to another Hirer.

The Village Hall carries insurance in respect of its own liabilities.

## **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. Public safety compliance**

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Trustees, the Local Authority and the Licensing Authority (for example, limit on numbers) particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children.

The Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to the Trustees (see contact details on notices at the Hall).

(a) The Hirer acknowledges that they are aware of the following matters (as found on Notices at the Hall):

- 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 fire doors and of keeping them closed.
- Location of the first aid box.

(b) In advance of any activity whether regulated entertainment or not 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 for immediate evacuation.
- That exit signs are illuminated.
- That there are no obvious fire hazards on the premises.

## **7. 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 amplification equipment, ensure it is kept at a reasonable sound level.

## **8. 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. No illegal drugs may be brought onto the premises. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. 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 in accordance with the Licensing Act 2003.

## **9. Health and hygiene**

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations, in particular dairy products.

## **10. Accidents and dangerous occurrences**

Any failure of equipment belonging to the Village Hall or brought in by the Hirer must be reported as soon as possible. The Hirer must report all accidents involving injury to the public to a Trustee as soon as possible and complete the relevant section in the Village Hall's accident book.

## **11. 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 and that
- (b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Trustees. No decorations are to be put up near light fittings or heaters.

## **12. Heating and Environmental**

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 Trustees. Radiators, if turned up for the Booking period, should be returned to the Frost (\*) or 'Night' setting (moon symbol) at the end of the hire.

Please do not use drawing pins, Blutac or tape on the walls or other surfaces.

## **13. Cancellation**

The Village Hall reserves the right to cancel this Booking by giving notice to the Hirer in the event of:

- (a) the premises being required for use as a Polling Station for an election.
- (b) the Trustees 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) the premises being required as a shelter for the victims of a local emergency (eg flooding).

The Village Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

## **14. 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 keys returned to the Booking Secretary. Any contents temporarily removed from their usual positions should be properly replaced, otherwise the Village Hall shall be at liberty to make an additional charge.

Ensure that waste is recycled into the appropriate bins – these bins get full very quickly, so it may be necessary to take your waste away with you. Please do not leave it in sacks outside the bins.

Please report any faults or damage to the booking secretary as soon as possible so that they can be rectified quickly.

## **15. No rights**

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

*Approved by Halberton Village Hall Trustees*

*June 2018*

***Reviewed January 2023***