

## Hartlebury Parish Hall Standard Conditions of Hire

These Standard Conditions are available to all Hirers, either in hard or electronic copy, and are available to view on the Parish Hall notice board. If the Hirer is in any doubt as to the meaning of any of the conditions, the Committee Secretary or Booking Secretary should be consulted immediately.

These Standard Conditions comprise provisions between the Hirer and Hartlebury Parish Hall Management Committee ("the Committee"), for the hire of Hartlebury Parish Hall ("the Parish Hall" or "the premises"). These Standard Conditions, along with the Booking Form and the Sale of Alcohol Form, comprise the "Hiring Agreement".

### 1. Age

The Hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present. The Hirer is also responsible for ensuring that all conditions under this Hiring 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, including their care and safety from damage, however slight or change of any sort; and the behaviour of all persons using the premises, whatever their capacity. This includes proper supervision of car parking arrangements so as to avoid obstruction of the highway. As directed by the Committee 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.

### 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. The Hirer shall not allow the consumption of alcohol thereon without written permission.

### 4. 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 Parish Hall including the curtilage thereof or the contents of the premises;
- ii. all claims, losses, damages and costs made against or incurred by the 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 Parish Hall (including the storage of equipment) by the Hirer;
- iii. all claims, losses, damages and costs made against or incurred by the 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 Committee and their employees, volunteers, agents and invitees against such liabilities.

(b) The Committee 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 Committee shall claim on its insurance for any liability of the Hirer hereunder, but the Hirer shall indemnify and keep indemnified each member of the Committee and their 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 Committee 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 Committee Secretary. Failure to produce such policy and evidence of cover shall render the hiring void and enable the Committee Secretary to rehire the premises to another Hirer.

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

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## 5. Alcohol Licensing

The Committee has a Premises Licence, number 1849\PR\2009-017 issued by Wychaven District Council (WDC). This licence covers most activities envisaged by the Committee, including The Sale of Alcohol (provided this is done under the supervision of the Hartlebury Parish Hall Management Committee).

The use of the Hall's Premises Licence to provide Alcohol at an event is strongly recommended and Hirers should contact the Bookings Secretary to obtain the Premises Licence details.

Should an event fall outside the list of activities licensed by WDC or the Hirer does not wish to use the Hall's Premises Licence for the sale of alcohol, the Hirer shall need to apply to WDC for a Temporary Event Notice (TEN).

PLEASE NOTE: A premises is limited to twelve TENS in any calendar year and TENS may not run immediately adjacent to one another. As such the Committee cannot guarantee the availability an appropriate TEN. The issuing by WDC of a TEN is on a 'first come first served' basis. The Committee cannot be held responsible for the failure to successfully apply for a TEN and the normal Hire cancellation conditions shall apply. Hirers should contact WDC on 01386 565016 or via [www.wychaven.gov.uk/lic](http://www.wychaven.gov.uk/lic) and search for 'Temporary Events'.

## 6. 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.

## 7. Music Copyright Licensing

The Hirer shall ensure that the Committee holds relevant licences under its Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, the Hirer holds a licence.

## 8. Film

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that appropriate copyright licences for films are available.

## 9. Childcare Act 2006

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable Groups Act 2006, and only fit and proper persons who have passed the appropriate Criminal Records Bureau checks shall 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 Committee with a copy of their CRB check and Child Protection Policy on request.

## 10. Public Safety Compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and the Parish Hall's Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, and at which alcohol is sold or provided or which is attended by children. The Hirer shall also comply with the Parish Hall's Health and Safety Policy.

The Fire Service shall be called to any outbreak of fire, however slight, and details shall be provided to the Committee Secretary.

(a) The Hirer acknowledges that they 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 Parish Hall.
- The location and use of fire equipment. (Include diagram of location when handing over keys.)
- 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.

(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 instant free public exit.
- That any fire doors are not wedged open.
- That exit signs are illuminated.

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- That there are no obvious fires hazards on the premises.
- That emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

## 11. Noise

The Hirer shall ensure that minimum noise is made upon 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.

## 12. Drunk and Disorderly Behaviour and Supply of Illegal Drugs and Substances

The Hirer shall ensure that in order to avoid disturbing neighbours to the Parish Hall and to avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. No illegal drugs or substances 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 substances, or who is behaving in a violent or disorderly way, shall be asked to leave the premises in accordance with the Licensing Act 2003.

## 13. 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, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are provided with a refrigerator and thermometer.

## 14. 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. Where a residual circuit breaker is provided the hirer must make use of it in the interests of public safety.

## 15. Stored Equipment

The Committee 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 or fees shall be charged for each day or part of a day at the hire fee per hiring until the same is removed.

The Committee may, use its discretion in any of the following circumstances:

- (a) Failure by the Hirer either to pay any charges in respect of stored equipment due or to remove the same within 7 days after the agreed storage period has ended.
- (b) Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in the Committee disposing 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.

## 16. Smoking

The Hirer shall ensure that all invitees, including the Hirer, comply with the prohibition of smoking in public places provisions of the Health Act 2006 and those regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises. The Hirer shall 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.

## 17. Accidents and Dangerous Occurrences

Any failure of equipment belonging to the Parish 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 member of the Committee **as soon as possible** and complete the relevant section in the Parish Hall's accident book. Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. The Committee Secretary shall give assistance in completing this form and can provide contact details.

## 18. Explosives and Flammable Substances

The hirer shall ensure that:

- (a) Highly flammable substances are neither brought into, nor used in any part of the premises; and that

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- (b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Committee. No decorations are to be put up near light fittings or heaters.
- (c) No naked flames (e.g. candles) are allowed in any part of the premises without the prior permission of the Committee.

## 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 Committee. Portable Liquefied Propane Gas (LPG) heating appliances are forbidden.

## 20. 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 Committee. No animals whatsoever are to enter the kitchen at any time.

## 21. 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 Parish Hall, and shall indemnify and keep indemnified each member of the 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.

## 22. 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.

## 23. Hire Charges

All hire charges are detailed on the Parish Hall website [www.hartleburyparishhall.co.uk](http://www.hartleburyparishhall.co.uk) and shall be paid at the times stipulated in the Hire Form. The Hirer shall have no rights to use the premises until all payments have been paid in full.

All bookings (subject to the discretion of the Booking Secretary) require a 25% deposit (non refundable) at the time of booking. A refundable deposit of £50.00 against losses to the Committee for damage to the Parish Hall is also required at this time.

## 24. Cancellation

If the Hirer wishes to cancel a booking prior to the date of the event, and the Committee is unable to conclude a replacement booking, any deposit shall be forfeited. The Committee reserves the right to cancel a hiring by written notice to the Hirer in the event that:

- (a) the premises are required for use as a Polling Station for a Parliamentary, Local Government or By-Election.
- (b) the Committee reasonably considers that (i) such hiring shall lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities shall take place at the premises as a result of this hiring.
- (c) the premises become unfit for the use intended by the Hirer.
- (d) the premises are required as an emergency 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 any deposit already paid. However, the Committee shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

## 25. 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 any contents temporarily removed from their usual positions properly replaced, otherwise the Committee shall be at liberty to make an additional charge.

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## **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 Committee Secretary. Any alteration, fixture or fitting or attachment so approved shall, at the discretion of the Committee, remain in the premises at the end of the hiring. It shall become the property of the Committee, unless removed by the Hirer who must make good to the satisfaction of the Committee 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.