

NEWALL WITH CLIFTON VILLAGE HALL
Registered Charity No: 1085207

TERMS and CONDITIONS of HIRING - 2019

These conditions apply to all hiring of the Village Hall. If the Hirer is in any doubt about the meaning of the following conditions the Bookings Secretary should be consulted immediately.

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 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 Bookings 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.

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 premises including the curtilage thereof or the contents of the premises. All damage must be reported to the Bookings Secretary within 12 hours of leaving the hall.

(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.

(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.

(b) The Village Hall shall take out adequate insurance to insure the liabilities described in sub-clause (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 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.

(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 Bookings Secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the Bookings Secretary to rehire the premises to another Hirer.

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

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. Licensable activities

The Village Hall does not have a Premises Licence authorising the following regulated entertainment and licensable activities:

- (a) the sale by retail of alcohol;
- (b) the supply of alcohol by or on behalf of a club to, or to the order of, a member of a club;
- (c) the provision of regulated entertainment; and
- (d) the provision of late night refreshment.

Please refer to Schedules 1 and 2 to the Licensing Act 2003 for fuller details of the definitions and exemptions relating to regulated entertainment and late night refreshment.

Regulated entertainment, subject to specified conditions and exemptions, includes:

- (a) a performance of a play;
- (b) an exhibition of a film;
- (c) an indoor sporting event;
- (d) a boxing or wrestling entertainment;
- (e) a performance of live music;
- (f) any playing of recorded music;
- (g) a performance of dance; and
- (h) entertainment of a similar description to that falling within (e), (f) or (g).

If you are uncertain whether or not the activities that you propose are licensable, you should contact your Licensing Authority for further advice (01423 556843). In order to hold a licensable activity on the premises a Temporary Event Notice (TEN) will need to be given to the Licensing Authority.

The Hirer shall obtain the written consent of the village hall management committee on the form provided for this purpose before giving the Licensing Authority a TEN. Failure to do so will result in cancellation of the hiring without compensation because there is a limit on the number of TENs which can be granted annually for any premises. Lack of co-operation could affect future fundraising by the hall management committee and local voluntary organisations.

7. Music Copyright licensing

The Village Hall does not have a licence from the Performing Right Society (PRS) for the performance of copyright music nor from Phonographic Performance Licence (PPL). The Hirer must check if a licence is necessary for the event.

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 they have the appropriate copyright licences for film.

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 should 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 Bookings Secretary with a copy of their CRB check and Child Protection Policy on request.

Minors under the age of 18 years and vulnerable adults must be accompanied and supervised by a responsible adult at all times.

10. 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.

11. 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 Hall's Fire Risk Assessment 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. The Hirer shall also comply with the Hall's health and safety policy.

The Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to the Bookings Secretary. If a fire extinguisher is discharged the Bookings Secretary shall be notified immediately.

- (a) The Hirer shall make themselves aware of the following matters:
- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the Hall to the assembly point on the lawn in front of 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 any fire doors and of closing all fire doors at the time of a fire.
 - Location of the first aid box and accident book.
- (b) In advance of any activity whether regulated entertainment or not the Hirer shall check the following items:
- That they have read the Fire Evacuation procedure document (appended).
 - 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 fire doors are not wedged open.
 - That exit signs are illuminated.
 - That there are no obvious fire hazards on the premises.

12. 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.

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.

The following must be adhered to:

- Electrical appliances must not be left unsupervised when in operation.
- Plug sockets must not be overloaded.
- Electrical equipment showing signs of damage, exposure of components, water damage etc. should not be touched or operated.
- Users have a responsibility to ensure that all electrical equipment appliances are shut off when leaving the hall.
- Trailing wires or cables are a trip hazard and should be taped down.

15. 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 village hall committee. The Hirer shall ensure that the Hall heaters are switched off before vacating the building. Should users suspect any

heater to be damaged in any way, it should not be used and the Bookings Secretary should be informed immediately.

16. Environmental Policy

The Hirer shall ensure that disposable cups, plates and cutlery are not used on the premises. This is in accordance with the Hall's Environmental Policy which is designed to minimise waste. Facilities are provided for recycling glass, tins, plastic, paper & cardboard, however soiled items may not be recycled.

17. Smoking

The Hirer shall, and shall ensure that the Hirer's invitees, comply with the prohibition of smoking in public places provisions of the Health Act 2006 and 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 the pot outside the main entrance door.

18. Accidents and dangerous occurrences

Any failure of equipment belonging to the village hall or brought in by the Hirer must also be reported as soon as possible. The Hirer must report all accidents involving injury to the public to the Bookings Secretary as soon as possible and complete the relevant section in the village hall's accident book which is in the First Aid Box in the kitchen.

19. 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 & that
- (b) No internal decorations of a combustible nature shall be erected without the consent of the village hall management committee. No decorations are to be put up near light fittings or heaters.

20. 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 village hall management committee. Any alteration, fixture, fitting or attachment so approved shall, at the discretion of the village hall management committee, 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 any damage caused to the premises by such removal.

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. 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.

23. 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.

24. End of hire

The Hirer shall be responsible for

- properly replacing any contents temporarily removed from their usual positions,
- turning off all lights and heaters
- leaving the premises in a clean and tidy condition using the appropriate bags and or bins for recyclable waste.

- taking home bags of 'dog poo' for disposal.
- Stacking chairs NO MORE than 4 high. See photo for positioning on notice board. i.e. NOT in front of Fire Doors and heaters.
- properly locking and securing the premises unless directed otherwise
- keeping the paths, grass area, car park and frontage of the hall clear of litter.

If this is not done the village hall management committee shall be at liberty to make an additional charge.

25. Stored equipment

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. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

The Village Hall 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 and payable 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 village hall management committee disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit and charging the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

26. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the Village Hall 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.

The Village Hall reserves the right to cancel the 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 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
- (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 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.

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. Policy documents

Copies of Clifton Village Hall Policy Documents may be obtained from the Bookings Secretary.

Fire Evacuation Procedure

The hirer is deemed to be the 'Responsible Person' and is designated the person in charge of the hall during the period of hiring.

It is advisable to make a note of the name of each person attending your event.

- In the event of a fire, the Responsible Person will instruct all persons to leave the building using the nearest available exits and to muster together as soon as possible at the bottom of the lawn in front of the hall. A roll call should be taken.
- No matter how small the fire, CALL THE FIRE BRIGADE ON 999
- Give the address as: Clifton Village Hall, Newall Carr Road, Newall with Clifton, Otley LS21 2ES
- Mobile phone coverage is good but, if needed, ask to use the landline at the Roebuck Public House, 100m further up Newall Carr Road.
- The Responsible Person should ensure that, once the hall is vacated, members of the public do not re-enter the building under any circumstances.
- On the arrival of the Fire Brigade, the Responsible Person should inform the Officer in Charge that a roll call has been taken and all persons are safe or that there are missing persons, stating their last known position.
- Attempts to extinguish the outbreak of the fire with the firefighting equipment within the hall should only be attempted if it is considered safe to do so. If in any doubt, vacate the hall immediately.
- When all the above steps have been carried out, the Bookings Secretary must be informed.
- All incidents, however small, must be reported to the Bookings Secretary.