

# **EAST WORLINGTON PARISH HALL - STANDARD CONDITIONS OF HIRE**

## **Registered Charity number 267969**

If the Hirer is in any doubt as to the meaning of the following, the Booking Secretary should immediately be consulted.

For the purposes of these conditions, the term HIRER shall mean an individual hirer or, where the hirer is an organisation, the authorised representative.

**Capacity:** Fire Regulations permit 100 people standing or 80 seated in the hall

### **1. Supervision**

THE HIRER will, 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 an obstruction.

### **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. It is not permitted to sell alcohol unless the hirer obtains a valid Temporary Events Notice which should, in the first instance, be approved by the Committee.

The charge for Heating & Lighting is included within the hire fee.

### **3. Licences**

THE HIRER shall be responsible for obtaining such licences as may be needed whether for the sale or supply of intoxicating liquor, from Phonographic Performance Ltd or otherwise and for the observance of the same. The Hall holds a Premises Licence which includes the performance of a play, live music and dancing. The Premises Licence times are:

Sunday – Thursday 19.30 – 23.30, Friday & Saturday 19.30 – 23.59. Due to terms of the Premises Licence additional toilet facilities may be required, these are available at E Worlington Primary School at a cost of £10.

### **4. 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.

### **5. 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 Local Magistrates' Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays. The Hirer will ensure s/he has read & will comply with the fire regulations and procedures displayed by the entrance to the Hall and is responsible for all users of the Hall during the event.

### **6. Health and Hygiene**

THE HIRER shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.

### **7. Electrical Appliance Safety**

THE HIRER shall ensure that any electrical appliances brought by the hirer to the premises and used there shall be safe and in good working order and used in a safe manner.

## **8. Indemnity**

THE HIRER shall indemnify the committee for the cost of repair of any damage done to any part of the property including the curtilage thereof or the contents of the buildings which may occur during the period of the hiring as a result of the hiring.

THE HIRER shall be responsible for making arrangements to insure against any third party claims which may lie against him or her (or the organisation if acting as a representative) whilst using the Village Hall. (The Village Hall is insured against any claims arising out of its own negligence).

## **9. Accidents and Dangerous Occurrences**

THE HIRER must report all accidents involving injury to the public to a member of the Management Committee as soon as possible. Any failure of equipment either that belonging to the 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. The Hall Secretary will give assistance in completing this form. This is in accordance with the Executive Reporting of Injuries, Diseases and Dangerous Occurrences Regulation 1995.

## **10. Animals**

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

## **11. Safeguarding**

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 Village Hall management committee with a copy of their CRB check and Child Protection Policy on request.

## **12. 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 Hall, and shall indemnify the Committee accordingly against all action, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

## **13. 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.

## **14. Cancellation**

If THE HIRER wishes to cancel the booking 6 weeks or less before the date of the event and the Parish 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 Parish Hall.

The Parish Hall reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- (a) the Parish Hall being required for use as a Polling Station for a Parliamentary or Local Government election or by-election
- (b) the Parish 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 Parish Hall as a result of this hiring
- (c) the Parish Hall becoming unfit or unsafe for the use intended by the Hirer
- (d) an emergency requiring use of the Parish Hall 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 Parish Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

### **15. Unfit for Use**

In the event of the hall or any part thereof being rendered unfit for the use for which it has been hired the committee shall not be liable to the hirer for any resulting loss or damage whatsoever.

### **16. Refusal of Booking**

THE COMMITTEE reserves the right to refuse a booking without notice or to cancel this hiring agreement at any time either before or during the term of the agreement upon giving 7 days' notice in writing to the hirer.

### **17. 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. The HIRER shall remove all rubbish, bottles and the like resulting from the hiring. Failure to do so may result in a surcharge. Unsold items from sales are not to be stored in the hall without prior permission from the Committee.

### **18. Noise**

THE HIRER shall ensure that the minimum of noise is made on arrival and departure