

TERMS AND CONDITIONS for use of CLYFFE PYPARD & BUSHTON VILLAGE HALL

These Terms and Conditions apply to all hiring of the village hall. If the Hirer is in any doubt as to the meaning of the following, the Booking Secretary should immediately be consulted. These conditions of hire shall prevail in any contract for the hire of the hall, and no variation thereof shall be permitted, without prior written consent of the Booking Secretary. Any serious breach of these conditions shall entitle the Village Hall Management Committee to take such steps as are necessary to rectify the same, including termination of the function or activity, and the vacation of the hall by all persons for whom the hirer is responsible.

All applications for use of the Hall shall be made on the application form and lodged with the Booking Secretary. The Committee at its absolute discretion shall be entitled to reject any application or refuse admission to the Hall to any individual, group or organisation without assigning any reason to such rejection or refusal. All bookings are subject to confirmation by the Booking Secretary and to payment of the appropriate fees (including **any** special deposits). No bookings will be accepted from any person under the age of 18 years of age. Notice of cancellation of bookings will be accepted if received not later than 28 days before the reserved date. After this time all booking fees will be forfeited in full.

1. Responsibility

The Hirer 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.

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 Booking 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.

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.

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.

o Licensable activities

The village hall does not have a license for Music, Performance or Alcohol. If other licences are required in respect of any activity in the village hall the Hirer should ensure that they hold the relevant licence and the Temporary Event Notice must be given to the Booking Secretary and then given to the licensing authority Wiltshire District Council. A copy of the notice endorsed by the licensing authority shall be displayed at the event.

The Hirer shall ensure that no activity is permitted on the premises in breach of the

Performing Rights and other copyright legislation and any other statutory controls for the time being in force.

- o 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, 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.

- (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 hall.
 - The location and use of fire equipment. (see diagram of location on hall noticeboard)
 - 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.
- (a) In advance of a theatrical or entertainment event **the Hirer** shall check the following items:
 - That all fire exits are unlocked including both front doors and panic bolts are in good working order.
 - That all escape routes are free of obstruction and can be safely used.
 - That any fire doors are not wedged open.
 - That exit signs are illuminated.
 - That there are no obvious fire hazards on the premises.
 - That all public and participants are familiar with the procedure for evacuation in the event of an emergency.
- (c) All high mounted equipment must be fitted with secondary fall restraining devices.
- (d) It is the responsibility of **the Hirer** to ensure compliance with all food hygiene and health and safety regulations and to ensure that adequate safeguards are in place to protect the well-being of the disabled, children and vulnerable adults.

For theatrical and entertainment events a person over the age of 18 years must be appointed to be responsible for health and safety when such events take place. At least two other persons over the age of 18 years must also be appointed and instructed in the procedure for evacuation in case of an emergency. At the start of each theatrical or entertainment performance the location of fire exits, emergency lighting and fire-fighting equipment are indicated to the audience and the fire alarm and evacuation procedure is explained. In the event of an emergency all entertainment shall cease and the public and participants must be instructed to leave the building in a calm and orderly manner. The relevant emergency service must be

contacted as soon as a problem is discovered.

3. Insurance and indemnity

The Hirer shall be liable for:

- o 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
- o all claims, losses, damages and costs made against or incurred by the Village Hall Management Committee, 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
- o all claims, losses, damages and costs made against or incurred by the Village Hall Management Committee, 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.

The Village Hall Management Committee shall take out adequate insurance.

The Village Hall Management Committee shall have no liability for any injury, loss or damage, howsoever caused to any person or property arising during or as a result of any functions or other activities, the subject matter of the hire contract, and the Hirer shall indemnify the committee against all such claims without reservation.

4. Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises.

5. Explosives and flammable substances

The Hirer shall ensure that:

(a) No real flames, explosives or highly flammable substances are not brought into, or used in any part of the premises. Real flames do not include candles. Where candles are used as part of a celebration e.g. birthday candles on a cake, then no further action is needed. Where candles are to be used as part of table decorations, then tea light type of candles are allowed provided they are placed on non-combustible material, e.g. candle holder or plate. Where other types of candles are proposed, then the prior permission of the Hall Secretary must be sought. On no account are candles allowed on window sills, work tops etc.

(b) 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.

6. 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.

7. 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.

8. Film shows

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. 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 Management Committee reserves the right to cancel this hiring by written notice to the Hirer in the event of: the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election
- 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
- the premises becoming unfit for the use intended by the Hirer
- 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 Management Committee shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

The Management Committee shall have no liability to the Hirer on any account whatsoever in the event that the Hall is not available in part or in whole on any designated date, or if any function or activity shall be delayed due to act of God, breakdown of machinery, failure of supply of electricity, gas, water, or storm, tempest, flood, fire, or any other occurrence beyond the direct control of the Committee.

10. 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 Village Hall Management Committee shall be at liberty to make an additional charge.

11. 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 ensure that noise is not emitted from the hall so as to cause disturbance to residents of the local neighbourhood.

12. Stored equipment

The **Village Hall Management Committee** accepts no responsibility for any stored equipment

13. No rights

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on **the Hirer**. The hire contract may not be assigned to any third party nor may **the Hirer** sub-let the hall in part or whole thereof.

14. Right of Access

Any member of the Village Hall Management Committee or any police officer or fire fighter shall be granted access to the hall at all times and for any purpose.

15. Dangerous and unsuitable performances

Permission will not be given for performances involving danger to the public or of a sexually explicit nature shall not be given.

16. 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. All forms of smoking are strictly forbidden inside the hall. Any such activity is liable for a penalty charge.

17. Car parking

Hirers of the hall are able to use the car parking facilities. The village hall management committee cannot guarantee the availability of parking spaces and accept no responsibility for vehicles or their contents which are parked at the owner's risk.