

# MIDDLEZOY COMMUNITY PROJECT VILLAGE HALL

## TERMS AND CONDITIONS OF HIRE

The Hirer/Responsible Person, not being a person **under 18 years of age**, hereby accepts responsibility for always overseeing and on the premises 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/Responsible Person 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 to avoid obstruction of the highway. The Hirer/Responsible Person must ensure on leaving the premises (during the hire period) that the hall is locked and secured correctly, **in the event of a false alarm the Hirer/Responsible Person will be charged the cost of the call out**. As directed by the Booking Secretary, the Hirer/Responsible Person 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/Responsible Person 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 nor allow the consumption of alcohol thereon without written permission. The hire of the building is for the specific agreed times shown on the booking form and does not entitle the Hirer/Responsible Person to use or enter the premises at any other time. The Hirer/Responsible Person has no use of the field under this hire.

### 4. Gaming, betting, and lotteries

The Hirer/Responsible Person 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. Licensable activities

The MCP does hold a Performing Right Society Licence which permits the use of copyright music in any form, e.g., record, compact disc, tapes, radio, television or by performers in person.

### 6. Public safety compliance

The Hirer/Responsible Person 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/Responsible Person shall also comply with the Hall's health and safety policy.

(a) The Hirer/Responsible Person 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.
- Escape routes and the need to keep them clear, including;
- 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.

(b) In advance of an entertainment or play the Hirer/Responsible Person 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.
- That any fire doors are not wedged open and that exit signs are illuminated.
- That there are no obvious fire hazards on the premises.

### 7. Means of escape

(a) All means of exit from the premises must be kept free from obstruction and immediately available for instant public exit.

(b) The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

### 8. Outbreaks of fire

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The Fire Brigade shall be called on **999** to any outbreak of fire, however slight, and details thereof shall be given to the Booking Secretary. **In the event of a false alarm the Hirer/Responsible Person will be charged the cost of the call out.**

### 9. Health and hygiene

The Hirer/Responsible Person shall, if preparing, serving, or selling food, observe all relevant food health and hygiene legislation and regulations. 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.

### 10. Electrical appliance safety

The Hirer/Responsible Person 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/Responsible Person must make use of it in the interests of public safety.

### 11. Insurance and indemnity

**(a)** The Hirer/Responsible Person 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 MCP, their employees, volunteers, agents, or invitees in respect of damage or loss of property or injury to persons arising because of the use of the premises (including the storage of equipment) by the Hirer/Responsible Person, and

*(iii)* All claims, losses, damages and costs made against or incurred by the MCP, 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/Responsible Person, and subject to sub-clause (b), the Hirer/Responsible Person shall indemnify and keep indemnified accordingly each member of the MCP and their employees, volunteers, agents and invitees against such liabilities.

**(b)** The MCP shall take out adequate insurance to ensure the liabilities described in sub-clauses (a)(i) above and may, in its discretion and in the case of non-commercial Hirer/Responsible Persons, insure the liabilities described in sub-clauses (a) (ii) and (iii) above. The MCP shall claim on its insurance for any liability of the Hirer/Responsible Person hereunder, but the Hirer/Responsible Person shall indemnify and keep indemnified each member of the MCP 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 MCP does not insure the liabilities described in sub-clauses (a)(ii) and (iii) above, the Hirer/Responsible Person shall take out adequate insurance to ensure 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 rehire of the premises to another Hirer/Responsible Person. **The Village Hall is insured against any claims arising out of its own negligence.**

### 12. Accidents and dangerous occurrences

The Hirer/Responsible Person must report all accidents involving injury to the public to a member of the Village Hall Management Committee as soon as possible and complete the relevant section in the Village Hall's Accident Book (held in the kitchen of the Hall). Any failure of equipment belonging to the Village Hall or brought in by the Hirer/Responsible Person must also be reported as soon as possible. Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. The Bookings Secretary will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR). The Incident Contact Centre can be contacted in any of the following ways:

Telephone: 0845 3009923; Facsimile: 0845 3009924; Website: [www.riddor.gov.uk](http://www.riddor.gov.uk) or via the HSE website: [www.hse.gov.uk](http://www.hse.gov.uk); Post: Incident Contact Centre, Caerphilly Business Park, Caerphilly, CF83 3GG

### 13. Explosives and flammable substances

The Hirer/Responsible Person shall ensure that:

(a) Highly flammable substances are not brought into, or 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 MCP. No decorations are to be put up near light fittings or heaters.

### 14. Heating

The Hirer/Responsible Person shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the MCP. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

### 15. Drunk and disorderly behaviour and supply of illegal drugs

**The person named on any temporary licence is responsible for the following.**

The Hirer/Responsible Person shall ensure that 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.**

### 16. Animals

The Hirer/Responsible Person shall ensure that no animals (including birds) except Assistant Dogs are brought into the premises, other than for a special event agreed to by the MCP. **No animals whatsoever are to enter the kitchen at any time.**

### 17. Compliance with the Children Act 1989

The Hirer/Responsible Person shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons who have passed the appropriate Disclosure and Barring Service checks have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Hirer/Responsible Person shall provide the MCP with a copy of their DBS check and Child Protection Policy on request.

### 18. Fly posting

The Hirer/Responsible Person 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 MCP 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.**

### 19. Sale of goods

The Hirer/Responsible Person 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/Responsible Person 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. Further detail can be found in Village Hall Information Sheet 34, Sale of goods.

### 20. Film shows

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirer/Responsible Persons should ensure that they have the appropriate copyright licences for film.

### 21. Cancellation

If the Hirer/Responsible Person wishes to cancel the booking before the date of the event and the MCP 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 MCP. The Village Hall reserves the right to cancel this hiring by written notice to the Hirer/Responsible Person 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.

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- (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 because of this hiring.
- (c) the premises becoming unfit for the use intended by the Hirer/Responsible Person.
- (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/Responsible Person shall be entitled to a refund of any deposit already paid, but the Village Hall shall not be liable to the Hirer/Responsible Person for any resulting direct or indirect loss or damages whatsoever.

### **22. Noise**

The Hirer/Responsible Person shall ensure that the minimum of noise is made on arrival and departure, particularly between the hours of **11pm and 7am**. The Hirer/Responsible Person 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. The Hirer/Responsible Person will ensure that any music played ceases after the hours of **11.30pm**. Any fines from the council/environmental health for noise pollution within the period of Hirer/Responsible Person will be paid by the Hirer/Responsible Person, the deposit will also be lost due to noncompliance of terms and condition set out by the MCP for the hire of Middlezoy Village Hall.

### **23. Stored equipment**

The MCP 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 agreed stored equipment) must be removed at the end of each hiring or fees will be charged for each day at the hire fee until removed. The MCP may, use its discretion in any of the following circumstances:

- (a) Failure by the Hirer/Responsible Person 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/Responsible Person to dispose of any property brought on to the premises for the purposes of the hiring. This may result in the MCP disposing of any such items by sale or otherwise, on such terms and conditions as it thinks fit and charge the Hirer/Responsible Person any costs incurred in storing and selling or otherwise disposing of the same.

### **24. 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 MCP. Any alteration, fixture or fitting or attachment so approved, shall be removed by the Hirer/Responsible Person at the end of the hiring. Any damage caused by the removal, shall be made good by the Hirer/Responsible Person to the satisfaction of the MCP.

### **25. No rights**

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

### **26. Dangerous and unsuitable performances**

Performances involving danger to the public or of a sexually explicit nature shall not be given.

### **27. Smoking**

The Hirer/Responsible Person shall ensure that the Hirer/Responsible Person's attendees comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made there under. Any person who breaches this provision shall be asked to leave the premises.

### **28. Responsibility of keys**

The Hirer/Responsible Person shall be solely responsible for the collection, safeguarding and returning of the keys. Any misuse of the village hall keys will result in cancellation of hire. Keys should **NOT** be removed from the bunch for singular use, unless this is agreed by the Booking Secretary. **If the keys are lost a CHARGE of £100 will be incurred due to security key replacement costs.**

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### 29. Right of Refusal

The MCP may refuse any application for the hire of the building without stating a reason. Village organisations shall have priority over other bookings, but no organisation shall be deemed to have an undisputed right to an unbreakable series of bookings. Any abuse (verbal or physical) to any member of the MCP will result in the immediate cancellation of a booking and loss of deposit. In cases of doubt or difficulty, the Booking Secretary shall refer the case to the MCP, whose decision shall be final.

### 30. END OF HIRE

The Hirer/Responsible Person shall be responsible for **leaving the premises properly locked and secured unless directed otherwise, making sure the hall and surrounding areas are clean and tidy condition, this includes taking all rubbish home**, and that any contents temporarily removed from their usual positions properly replaced, **CHARGES of £100 will be incurred if failing to meet any of these terms**. Any cutlery hired from the hall must be correctly counted and boxed; failure will result in a **£5 charge** per box of 30.

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