

## STANDARD CONDITIONS OF HIRE VILLAGE HALL AT CUMNOR

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

### 1. AGE

*THE HIRER*, not being a person under 18 years of age, accepts responsibility for being in charge of the premises *and being on the premises* at all times when the public are present, and for ensuring that all conditions described in this document relating to management and supervision of the Hall are met.

### 2. 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 obstruction of the highway.

### 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-let or use the premises for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or invalidate any insurance policies in respect thereof nor allow the consumption of alcoholic liquor thereon without written permission.

### 4. PUBLIC SAFETY COMPLIANCE

*THE HIRER* shall comply with all conditions and regulations made in respect of the premises by notices displayed in the Hall or detailed in this document.

The Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to the Village Hall Management Committee.

- *THE HIRER* acknowledges that they have received instruction in the following matters:
  - The action to be taken in the event of fire, which includes calling the Fire Service and evacuating the Hall;
  - The location of fire equipment;
  - Escape routes and the need to keep them clear;
  - Method of operation of escape door fastenings;
  - Location of assembly point (rear car park) in the event of evacuating the hall;
  - Importance of any fire doors and of closing all fire doors in the event of a fire;
  - Location of the first aid box in the kitchen.
- In advance of any activity whether regulated entertainment or not *THE HIRER* shall check:
  - That all fire exits are unlocked and panic bars are in good working order;
  - That all escape routes are free of obstruction and can be safely used for instant exit;
  - That no fire doors are wedged open;
  - That exit signs are illuminated;
  - That there are no obvious fire hazards on the premises;

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<sup>0</sup>Form revised September 2018: cvhhireb9.tex

**5. CAPACITY**

*THE HIRER* shall ensure that the number of persons on the premises at any time shall not exceed

- 220 in the whole premises (of which
  - no more than 150 shall be closely seated in the main hall;
  - no more than 30 shall be in the function room).

**6. RISK ASSESSMENT**

*THE HIRER* shall be responsible for undertaking any risk assessment relating to the hiring, and for ensuring that any equipment brought into the premises is fit for purpose and in a safe condition, and that all users of the equipment have been adequately trained.

**7. ELECTRICAL EQUIPMENT**

*THE HIRER* shall ensure that any electrical appliances brought to the premises and used there are safe, in good working order, and used in a safe manner. Where a residual circuit breaker is provided the hirer *must* make use of it in the interests of public safety.

**8. HEATING AND FLAMMABLE SUBSTANCES**

*THE HIRER* shall ensure that

- No heating appliances are brought into or used in any part of the premises and that
- No highly flammable substances are brought into or used in any part of the premises and that
- No internal decorations of a combustible nature (e.g. polystyrene, paper, cotton wool) shall be erected without the consent of the management committee.

**9. ANIMALS**

*THE HIRER* shall ensure that no animals except guide dogs are brought into the premises unless previously agreed with the Village Hall Committee. No animals whatsoever are to enter the kitchen at any time.

**10. ACCIDENTS AND DANGEROUS OCCURRENCES**

*THE HIRER* must report all accidents involving injury to a person to the Village Hall Management Committee as soon as possible and complete the relevant section in the Village Hall's Accident Book. Certain types of accident or injury (for example, those as a result of which a person is taken from the Hall to hospital) must be reported in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR), and this will be done by the Village Hall Committee on the basis of information provided by the Hirer.

**11. GAMING, BETTING AND LOTTERIES**

*THE HIRER* shall ensure that nothing is done on or in relation to the premises in contravention of laws relating to gaming, betting and lotteries.

**12. HEALTH AND HYGIENE**

*THE HIRER* shall, if preparing, serving or selling food or drink, 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.

**13. LICENSABLE ACTIVITIES**

*THE HIRER* shall be responsible for obtaining licences that may be needed whether for the consumption of intoxicating liquor, from the Performing Rights Society, or otherwise, and for the observance of conditions pertaining thereto. 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 other statutory bodies, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays.

*IN THE EVENT* of the hirer using the hall for an event requiring compliance with the Hall's Public Entertainment Licence the appropriate conditions annexed hereto shall apply.

**14. CHILDREN AND VULNERABLE PERSONS**

*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 that only fit and proper persons who have passed the appropriate Criminal Records Bureau checks and comply with ISA requirements have access to the children. Checks may also apply where children over eight or vulnerable adults are taking part in activities. The Hirer shall provide the Village Hall Management Committee with a copy of relevant CRB checks and Child Protection Policy on request.

The only exception to the above is when the hall is hired out for a private children's party. The Village Hall Management Committee take no action to vet the person[s] hiring the hall for these one-off events.

At any event in the hall not covered by the two paragraphs above, children must be accompanied by and supervised by one or more of their parents or guardians.

**15. FILM SHOWS**

*CHILDREN* shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. The Hirer is responsible for obtaining appropriate copyright licences for any film shown during the hiring.

**16. FLY POSTING**

*THE HIRER* shall not carry out or encourage fly posting or any other form of unauthorised advertisement in connection with the Hirer's use of the premises, and shall indemnify and keep indemnified each member of the Village Hall Management Committee against any actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

**17. 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 the event of the Hirer using the hall for a one day sale for commercial gain the appropriate conditions annexed hereto shall apply.

**18. FOOTWEAR**

*THE HIRER* shall prohibit the wearing of any footwear (for example stiletto heels) likely to damage the Hall floor.

**19. NOISE**

*THE HIRER* shall control noise within the Hall and on its surrounds so as to avoid disturbance to neighbouring properties.

**20. DRUNK AND DISORDERLY BEHAVIOUR AND SUPPLY OF ILLEGAL DRUGS**

*THE HIRER* shall ensure that in order to avoid disturbing neighbours to the Hall and to 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.

**21. ALTERATIONS TO PREMISES**

*NO ALTERATIONS* or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be permanently attached to any part of the premises without prior written permission from the Village Hall Management Committee. Any alteration, fixture or 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 shall make good to the satisfaction of the Village Hall Management Committee any damage caused to the premises by such removal.

**22. INSURANCE AND INDEMNITY**

*THE HIRER* shall be liable for:

- The cost of repair of any damage (whether accidental or malicious) done to any part of the premises including the curtilage or contents thereof which may occur during the period of the hiring as a result of the hiring;
- 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, and
- 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 by a third party as a result of the use of the premises by the Hirer, and the Hirer shall indemnify and keep indemnified each member of the Village Hall Management Committee and the Village Hall's employees, volunteers, agents or invitees against such liabilities.

**23. SMOKING**

*SMOKING* is forbidden in any room inside the Hall. The Hirer shall, and shall ensure the the Hirer's invitees, comply with the prohibition of smoking in public spaces 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 any person wishing to smoke does so outside far enough from open doors or windows that smoke does not enter the Hall and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

**24. STORAGE**

*THE VILLAGE HALL* accepts no responsibility for any stored equipment or other property brought onto or left at the premises, and all liability for loss or damage is hereby excluded.

**25. DEPOSIT**

*AT THE DISCRETION* of the Committee the hirer shall pay a special deposit of £100 to the Committee who within 28 days of the termination of the period of hire will repay such deposit to the hirer less (a) the cost of rectifying any damage caused to the premises and/or contents thereof during the hiring as a result of the hiring and (b) the cost of any additional cleaning and tidying of the premises and/or contents occasioned by the hiring. This deposit shall cover only minor damage, and major costs (e.g. Fire Extinguishers unnecessarily discharged) will be charged in full.

**26. CANCELLATION OF BOOKING BY HIRER**

*IF THE HIRER* wishes to cancel the booking before the date of the event and the Committee is unable to conclude a replacement booking, the question of the repayment of the fee shall be at the discretion of the Committee.

**27. THE PERIOD OF HIRING**

*THE PERIOD OF HIRING* represents the entire period of occupancy of the Hall and its surrounds by the hirer and includes any time necessary for preparation by the hirer in advance and for any necessary tidying and cleaning of the premises by the hirer before the end of the hiring.

**28. END OF HIRE: CONDITION OF HALL**

*AT THE END* of the hiring the hirer shall be responsible for leaving the premises and surrounds in a clean and tidy condition, properly locked and secured unless directed otherwise and with any contents temporarily removed from their usual positions properly replaced, in default of which the Committee shall be at liberty to make an additional charge.

**29. END OF HIRE: REMOVAL OF RUBBISH**

*THE HIRER* must arrange for the removal of all rubbish from the premises. *No rubbish bags are to be left at the premises.*

**30. END OF HIRE: HIRER'S PROPERTY**

*AT THE END* of the hiring, unless otherwise agreed in advance and in writing by the committee, the hirer shall remove from the Hall all goods and equipment brought into the Hall by or on behalf of the hirer as a result of the hiring. All such goods and equipment remaining after the expiration of the period of hire shall at the discretion of the Committee be disposed of in any manner that the said Committee shall decide and the hirer shall pay or repay any associated costs to the Committee.

**31. CANCELLATION OF BOOKING BY MANAGEMENT COMMITTEE**

*THE COMMITTEE* reserves the right to cancel this hiring in the event of:

The hall being required for use as a Polling Station for a Parliamentary, European, or Local Government election or bye election, in which case the hirer shall be entitled to a refund of any deposit already paid;

- An emergency requiring the use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters;
- The hall or any part thereof being rendered unfit for the use for which it has been hired, or
- The Village Hall Management Committee having reasonable grounds for believing that
  - the hiring would lead to a breach of licensing conditions, if applicable, or of other legal or statutory requirements, or
  - unlawful or unsuitable activities would take place at the premises as a result of the hiring.

In any such case the Hirer shall be entitled to a refund of any deposit or hire charge already made. but the Village Hall Management Committee shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

**32. ACCESS TO PREMISES**

*THE HIRER* shall be responsible for arranging to collect the key to the Hall

- from the keyholder (Dr. A.H. Harker, 112 Cumnor Hill, OX2 9HY (01865 862289; CumnorVillage-Hall@gmail.com); in case of difficulty a key is also held by
- Mr. D. Charlesworth, 66 High Street, Cumnor, OX2 9QD (immediately opposite the Hall) (01865 862979)

and for returning the key to the keyholder immediately after the hiring. Should the Hirer lose the keys, the Hirer shall be responsible for all expenses incurred by the Committee as a result of the loss.

**33. RIGHTS**

*THE HIRING AGREEMENT* constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.