

STANDARD TERMS AND CONDITIONS OF HIRE

These standard conditions apply to all hiring of the Village Hall. If **The Hirer** is in any doubt as to the meaning of the following, please contact the Booking Secretary or the Secretary of Sandhurst Village Hall Management Committee. The terms defined below apply throughout this document:

The Committee	Sandhurst Village Hall Management Committee
The Hirer	the person hiring the hall and with whom the Hire Agreement is made
Authorised Representative	the person authorised by The Hirer to be in charge of the event/proceedings during the period of hire
Village Hall	Sandhurst Village Hall
The Secretary	The secretary to Sandhurst Village Hall Management Committee

GENERAL CONITIONS

1. The Hirer shall sign the Hire Agreement and agree to be bound by its conditions.
2. **Responsibility** The Hirer, being a person 18 years of age or older, accepts responsibility for being in charge of 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.
3. **Present during hire** The Hirer, or their Authorised Representative, accepts responsibility for being on the premises at all times when the public are present.
4. **Purpose of hire** The Hirer shall not use the premises for any purpose other than that described in the Hire Agreement.
5. The Committee reserves the right to refuse or to cancel any booking should The Hirer in the opinion of The Committee fail to disclose the true purpose of the hire or make any representation as to the hire which is false or fail to disclose any fact which in the opinion of The Committee is material to this agreement.

FEES

6. **Payment of fees** All hire fees are payable on or before the conclusion of the event for which the Village Hall is hired with the exception of block hirers with whom alternative arrangements have been negotiated.

CANCELLATION

7. **By the 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 payment or the repayment of the fee shall be at the discretion of The Committee.
8. **By The Committee** The Committee reserves the right to cancel this 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 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 monies already paid, but The Committee shall not be liable to The Hirer for any resulting direct or indirect loss or damages whatsoever.

LIABILITIES

- 9. **Supervision** The Hirer, or their Authorised Representative if The Hirer is not present, 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. As directed by The Secretary, The Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixture, fittings or contents and for loss of contents.
- 10. **Behaviour** The Hirer, or their Authorised Representative if The Hirer is not present, shall, during the period of the hiring, be responsible for 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 and emergency exits.
- 11. **Noise** The Hirer, or their Authorised Representative if The Hirer is not present, shall be responsible for ensuring the level of noise generated during the hire is in accordance with all relevant legislation so as not to cause any annoyance to the community or to give reason for complaints from local residents.
- 12. **Insurance and indemnity**
 - a) The Hirer shall be liable for:
 - i) the cost of 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 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
 - iii) all claims, losses, damages and costs made against or incurred by The 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 Committee and the Village Hall's employees, volunteers, agents and invitees against such liabilities.
 - b) The Committee shall take out adequate insurance to insure the liabilities described in sub-clauses 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 a)iii) above. The Committee shall claim on its insurance for any liability of The Hirer hereunder but The Hirer shall indemnify and keep indemnified each member of The 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 Committee does not insure the liabilities described in sub-clauses a)ii) and a)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 Secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable The Committee to rehire the premises to another hirer.

The Committee is insured against any claims arising out of its **own** negligence.

13. **Hirer's loss** The Committee shall not be liable to The Hirer for any resulting loss or damage whatsoever in the event of the Village Hall or any part thereof being rendered unfit, by any cause, for the use for which it has been hired. In any such case The Hirer shall be entitled to a refund of any monies already paid, but The Committee shall not be liable to The Hirer for any resulting direct or indirect loss or damages whatsoever.
14. **Children's Act 1989** The Hirer shall ensure that any activities for children and vulnerable adults are safe and comply with relevant legislation, as well as that only fit and proper persons who have passed the relevant checks are placed in positions of responsibility. The Hirer shall provide The Committee on request a copy of its Child Protection Policy and/or Vulnerable Adult policy as well as evidence that relevant checks have been conducted.
15. **Stored equipment** The Committee 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 standard hire rate until the equipment is removed.

The Committee 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 Committee disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge The Hirer any costs incurred in storing and selling or otherwise disposing of the same.
16. **Drunk and disorderly behaviour and supply of illegal drugs** The Hirer shall ensure that in order to avoid disturbing neighbours to the Village 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.
 17. **Advertising** The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event, and shall indemnify and keep indemnified each member of The Committee accordingly against all claims, costs, fines and other liabilities arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the Local Authority.
 18. **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.
 19. **Emergency Telephone** There is a phone available for emergency use only in the bar. Any use of the phone resulting in phone charges will be charged to the hirer plus an administration fee.

LICENSES

20. **Premises Licence** The Hirer shall comply with the Village Hall's Premises Licence authorising various regulated entertainment and licensable activities. A copy of the Premises Licence is displayed in the glass fronted wall case in the main hall.

21. **Sale of alcohol** The Village Hall is licensed for the sale and consumption of alcohol. Permission must be sought by The Hirer from the Licensee. Permitted times of sale are Sunday 12.00-22.30 hours, other days 10.00-23.00 hours.
22. **Maximum capacity** Under the terms of the Village Hall's Premises License the maximum number of people permitted in the hall at any one time is 100. The Hirer agrees not to exceed the maximum permitted number of people in the hall including the organisers/performers.
23. **Public performance of music** The Committee has a joint licence with the PRS (Performing Rights Society) and PPL (formerly Phonographic Performance Limited) for the public performance of copyright, live and recorded music. This permits the use in public of copyright music in any form e.g. record, compact disc, tape, radio, television, by performers in person. It does not cover business activities where music is played or performed e.g. dance/keep fit instructors running a class, a band hired to play at a disco. If other licences are required in respect of any activity in the Village Hall The Hirer should ensure they, or the Village Hall, hold the appropriate license.
24. **Film shows** The Hirer should ensure that they have the appropriate copyright licences for film and a licence for the showing of film (the Village Hall's Premises Licence does not cover this). Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification.
25. **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.

HEALTH AND SAFETY

26. **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 Village 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 Village 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 Village 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.
 - b) In advance of an entertainment or play The Hirer shall check the following items:
 - That all fire exits are unlocked 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.

Fire Safety

27. **Fire Risk Register** The Hirer agrees to read the Fire Risk Register on the website www.sandhurstvillagehall.co.uk (a copy is also kept in the Village Hall in the glass fronted wall case in the main hall) and to ensure that the contents of the register are satisfactory for the purposes of their hire.

28. **Means of Escape** All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit. In particular, vehicles must only use the approach to the main entrance for loading and unloading purposes as this is the main fire escape route.
29. **Fire exits** The official fire exits are the main external doors and the external door from the bar area. No tables or chairs are allowed on the concrete areas outside these doors and smokers should not be allowed congregate in these areas. Access to these doors from inside the Village Hall must be kept clear and obstruction free at all times during the hire. There is a third fire exit on the wall opposite to the entrance but the route to safety from that door is directly alongside the hall.
30. **Outbreaks of fire** The Village Hall's evacuation procedure (displayed at each fire point in the hall and in the Hirer's Safety Information on the website www.sandhurstvillagehall.co.uk) shall be followed and the Fire Brigade shall be called to any outbreak of fire, however slight. Details of any outbreaks shall be given to The Secretary.

Health and Hygiene

31. **Food** 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 not provided with a refrigerator or thermometer. There is no provision on the premises for the disposal of food waste. The Hirer is responsible for ensuring all food waste is removed from the premises at the end of the period of hire.
32. **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 Committee. No animals whatsoever are to enter the kitchen at any time.

General Safety

33. **Electrical equipment** The Hirer shall ensure that all electrical equipment brought to the Village Hall and used by them is formally Portable Appliance Tested (PAT). All such electrical equipment must be 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 interest of public safety.
34. **Heating** The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises without the consent of The Committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.
35. **Accidents and dangerous occurrences** The Hirer must report all accidents involving injury to the public to a member of The Committee **as soon as possible** and complete the relevant section in the Village Hall's accident book (kept in the glass fronted wall case). Any failure of equipment belonging to the Village 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 Secretary will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).
36. **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
and
 - b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of The Committee. No decorations are to be put up near light fittings or heaters.

RESTRICTIONS

37. **Subletting** The Hirer shall not sub-hire the premises.
38. **Use of premises** The Hirer shall not 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.
39. **Consumption of alcohol** The Hirer shall not allow the consumption of alcohol on the premises without written permission from the Licensee.
40. **Dangerous and unsuitable performances** Performances involving danger to the public or of a sexually explicit nature shall not be given.
41. **Rights of occupation** The Hire Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on The Hirer.
42. **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 Secretary. Any alteration, fixture or fitting or attachment so approved shall at the discretion of The 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 Committee, any damage caused to the premises by such removal.

END OF HIRE

43. **Accidents and dangerous occurrences** 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.
44. **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, 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.

Agreed by Sandhurst Village Hall Management Committee

November 2013