

Niton Village Hall
Registered Charity: 307403

Standard 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, the Hall Secretary or Booking Secretary should immediately be consulted.

1. Supervision

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 Hall 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 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.

3. 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.

4. Licences

The Hirer shall ensure that the Village Hall holds a Performing Rights Society Licence which permits the use of copyright music in any form. If other licences are required in respect of any activity in the Village Hall the Hirer should ensure that they hold the relevant licence or the Village Hall holds it.

5. Public Safety Compliance

The Hirer shall comply with all conditions and regulations made by the Fire Authority, Local Authority, the Licensing Authority or otherwise in connection with the Hirer's use of the premises, particularly in connection with any event at which alcohol is provided or which is attended by children.

In advance of commencement of use the Hirer 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.
- That exit signs are illuminated.
- That there are no obvious fire hazards on the premises.

6. Means of Escape

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

7. Outbreaks of Fire

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the secretary of the management committee.

8. Health and Hygiene

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

9. Electrical Appliance Safety

The Hirer 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 current legislation.

10. Indemnity

The Hirer shall indemnify and keep indemnified each member of the Village Hall Management Committee and the Village Hall's employees, volunteers, agents and invitees against:

- a) the cost of repair of any damage done to any part of the premises or the contents as a result of the use of the premises by the Hirer
- b) all claims, losses, damages and costs 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
- c) all claims, losses, damages and costs suffered or incurred 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 is insured against any claims arising out of its **own** negligence.

11 . Accidents and Occurrences

The Hirer shall notify a member of the Village Hall Management Committee of any occurrence involving bodily injury, damage to property or failure of any equipment as soon as possible after the event. In the event of injury an entry must be made in the relevant section of the Village Hall's Accident Book.

12. 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 that
- (b) No internal decorations of a combustible nature shall be erected without the consent of the Village Hall Management Committee. No decorations are to be put up near light fittings or heaters.

13. Heating

Heaters must not be turned on prior to the agreed hire time and must be turned off before vacating the Hall. Under no circumstances may the heaters be left on whilst the Hall is unoccupied. The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises without the consent of the Village Hall Management Committee.

14. 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.

15. Animals

The Hirer shall ensure that no animals (including birds) except guide or assistance dogs are brought into the premises, other than for a special event agreed to by the Village Hall Management Committee. No animals whatsoever are to enter the kitchen at any time.

16. Compliance with Legislation Relating to Children

The Hirer shall ensure that any activities for children and vulnerable adults comply with current legislation.

17. 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 premises, and shall indemnify and keep indemnified each member of the Village Hall Management Committee 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.

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. Bouncy Castles

The use of bouncy castles, inflatables and trampolines on the premises is not permitted.

20. Stored Equipment

The Village Hall 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.

21. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the Village Hall Management 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 Village Hall Management Committee. The Village Hall Management 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 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
- (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 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.

22. End of Hire

The Hirer shall be responsible for the following:

- i. leaving the premises and surrounding area in a clean and tidy condition
- ii. cleaning and storing away of any equipment used
- iii. restoring to original position any items temporarily moved during the hiring
- iv. removing from the Hall all rubbish and any items brought into the Hall by the Hirer
- v. ensuring all lights, heaters, water heater and urn are turned off
- vi. ensuring the Hall is properly locked and secured unless directed otherwise by a member of the Village Hall Management Committee.

In the event of failure to comply with any of the above the Village Hall Management Committee shall be at liberty to make an additional charge.