Down Ampney Village Hall 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 Bookings Manager should immediately be consulted.

These standard conditions apply to any Hire upon receipt by the Village Hall of the Hire Fee or the Deposit. Any balance due is payable not later than 8 days prior to the Hire. Failure to pay any balance due will render the agreement as terminated and the Hire cancelled forthwith.

1. Supervision

The Hirer or their Authorised Representative or, in the case of an organisation, other person designated in writing will be present on the premises during the entire Hire Period to ensure compliance with the Agreement. The Hirer shall 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, particularly of minors, whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway. For the avoidance of doubt, no Hirer is permitted to enter into the Agreement on behalf of a minor; the Hirer is responsible, and retains full liability under the terms of the Agreement.

2. Use of Premises

The Hirer shall not use the premises for any purpose other than that described in the Agreement and shall not sub-hire or use or allow to be used the premises for any unlawful purpose or in any unlawful way nor do anything nor 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

Where the purpose of the hire includes the performance of live or recorded music, the Hirer shall ensure that the licences held by the Village Hall fully cover the intended purpose. Where the licences held by the Village Hall are insufficient, the Hirer is responsible for ensuring that their event is fully licensed, whether by obtaining any additional licence themself, or by ensuring that any hired in entertainer or provider of music is appropriately licensed.

5. Public Safety Compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, the Local Authority, the Licensing Authority or otherwise, particularly in connection with any event which includes regulated entertainment, at which alcohol is sold or provided or which is attended by children. Not more than 140 persons are permitted on the premises at any time (including staff, servers and entertainers).

The Hirer acknowledges that he has received instruction in the following matters:

- The location of the induction folders, which are kept on-site as per the layout diagram.
- The action to be taken in event of fire, particularly evacuating the hall.
- The location and use of fire equipment. (Include diagram of location when handing over keys.)
- 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.
- The location and proper use of the accident book.
- The location of the cigarette bin outside the porch.

Where the Hirer holds a key and has let himself into the premises, the Hirer will comply with the additional terms set out in the Keyholder Agreement, and will In advance of every event check:

- That all fire exits are unlocked and in good working order.
- That all escape routes are and remain free of obstruction and can be safely used.
- That any fire doors are not wedged open.
- Fire fighting equipment is in place and unobstructed.
- That exit signs are illuminated.
- That there are no obvious fire hazards on the premises.

Should it not be possible to meet any of these conditions, then the event must be cancelled, and the Village Hall be informed.

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 (if not operated by an automatic mains failure switching device).

7. Outbreaks of Fire

The Hirer must evacuate the premises in the event of any fire occurring, but may re-enter the building to tackle a very minor incident with a fire extinguisher, and then notify the Village Hall as soon as possible. The alarm system should call the Fire Brigade automatically.

8. Health and Hygiene

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

9. Appliance Safety

The Hirer shall ensure that any electrical appliances brought to the premises shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989 and with the manufacturer's instructions. Where a residual circuit breaker is provided the hirer must make use of it in the interests of public safety. All equipment must meet the latest PAT regulations.

The Hirer shall ensure that no heating or cooking appliance is brought onto the premises without the written consent of the Village Hall's Authorised Representative. Consent will not be given for Liquefied Propane Gas (LPG) appliances, (except for equipment designed for and used outside at a safe distance from the building), nor for equipment which is not supplied and operated by an appropriately trained professional person.

10. Liability

(a) The Hirer shall be liable for

(i) the cost of repair or making good any damage to or loss from any part of the premises within the curtilage thereof or the contents of the premises,

(ii) the cost of all claims, losses, damages 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) the cost of all claims, losses, damages and costs suffered or incurred as a result of any nuisance or loss caused to a third party as a result of the use of the premises by the Hirer.

(b) The Hirer shall insure their liability under clause 10(a) and on demand shall produce the policy and current receipt or other evidence of cover to the Authorised Representative. Failure to produce such policy and evidence of cover within 7 days of request will render this Agreement void.

(c) Where the purpose of the Hire is non-commercial as stated in clause 1.3 of this Agreement,

(i) the Hirer is not required to insure their liability under sub-clauses 10(a) (i) and (ii), and

(ii) the maximum liability under sub-clauses 10(a) (i) and (ii) shall be £250, provided that the Hirer does not breach this Agreement or otherwise invalidate the village hall insurance, and

(iii) the Hirer is party to the Village Hall's own insurance in respect of Public Liability, and the Hirer will be deemed to have satisfied clause 10(a)(iii).

(d) The Village Hall will not accept any liability for vehicles and their contents left in the village hall car park.

11. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to the Village Hall's Authorised Representative as soon as possible and complete the relevant section in the Village Hall's accident book. 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 Booking Manager will give assistance in completing this form. this is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

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 (e.g. polystyrene, cotton wool) shall be erected without the consent of the Village Hall's Authorised Representative. No decorations are to be put up near light fittings or heaters.

13. 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.

14. Animals

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

15. 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 and that only fit and proper persons who have passed the appropriate Criminal Records Bureau checks have access to the children (checks may also apply where children over eight and vulnerable adults are taking part in activities). The Hirer shall provide the Village Hall's Authorised Representative with a copy of their Child Protection Policy on request.

16. 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 the Village Hall, and its Authorised Representative 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.

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 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.

18. Cancellation

If the Hirer terminates this Agreement before the date of the event or if the Village Hall terminates this Agreement at any time reasonably considering that (i) the Hire will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, including but not limited to failure by the Hirer to obtain any Licence or TEN required in respect of the event or (ii) unlawful or unsuitable activities will take or are taking place at the premises as a result of this hiring, any refund of the fee shall be at the discretion of the Village Hall. The fee is unlikely to be refunded if the cancellation is less than 2 weeks prior to the event, or arises as a result of the Hire fee or any part remaining unpaid after the due date.

The Village Hall reserves the right to cancel this Agreement 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 premises or any part thereof becoming unfit for the use intended by the Hirer, or becoming unavailable through any cause beyond the reasonable control of the Village Hall
- 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 full refund of any sum already paid in respect of the Hire, but the Village Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

19. 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 shall be at liberty to make an additional charge. Cleaning should include worktops and crockery etc. in the Servery where used, floors being swept, and washed if sticky, toilets and sinks being left clean and tidy. All lights, appliances and heating should be turned off. Internal doors are to be closed. All windows and external doors are to be locked.

20. 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.

21. 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 or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed. The Village Hall may:

(a) in respect of stored equipment, after failure by the Hirer either to pay any storage charges due and payable, or to remove the same within 7 days after the agreed storage period has ended, and

(b) in respect of any other property brought on to the premises for the purposes of the hiring, after failure by the Hirer to remove the same within 7 days after the hiring,

at its discretion dispose 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.

22. No Alterations

No alterations or additions may be made to the premises, nor may any fixtures placards, decorations or other articles be installed or attached in any way to any part of the premises with the exception of the normal use of the notice boards, without the prior written approval of the Village Hall. For the avoidance of doubt, this includes a prohibition on the use of products such as sticky tape and Blu-Tack. Any alteration, fixture or fitting or attachment so approved shall at the sole discretion of the Village Hall either (i) remain in the premises at the end of the Hire and will become the property of the Village Hall, or (ii) will be removed by the Hirer who will make good any damage caused to the premises by such removal to the satisfaction of the Village Hall.

23. Footwear

The wearing of specialised footwear especially sportswear and some stiletto style shoes which might cause damage to the floor of the main hall and hence is not permitted. All efforts including notices and signs should be used by the hirer to prevent any damage being caused to the floor.

24. Smoking

In accordance with current law, the premises is a “Smoke Free Zone”. There is to be no smoking or vaping in the doorways or the porch. There is a receptacle for cigarette ends outside the porch.

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.