



Registered Charity No: 302653

Conditions of Hire

To be read in conjunction with the Hiring Agreement

These standard conditions should be drawn to the attention of and read by all hirers. They are available online through the hall website and a copy is displayed on the Village Hall notice board. If the Hirer is in any doubt as to the meaning of any of the conditions, the Booking Secretary should immediately be consulted.

1. Age

The Hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge of and on 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.

2. 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. 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.

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-hire or use the premises or allow the premises to be used for any unlawful or unsuitable 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. Performances involving danger to the public, or of a sexually explicit nature, shall not be given.

The premises shall not be used for licensable activities except between the hours of 10.00 and 24.00 hours or as otherwise specified in the Premises Licence (displayed in entrance hall and on hall website) unless authorised by Huntingdonshire District Council or by the Management Committee.

The Hirer will be responsible for ensuring that the entrance to the Church or Church way is not obstructed in any way.

4. Capacity and Supervision

(a) There shall, in addition to the Hirer, be a minimum of one competent attendant on duty on the premises to assist people entering and leaving, none of whom shall be less than 18 years of age. If most of the audience is under 16, the number of attendants shall be not less than 2. All persons on duty shall have been instructed as to their essential responsibilities in the event of fire or other emergencies, including attention to disabled persons, the location and use of the fire fighting equipment available, how to call the Fire Brigade and evacuation procedure.

(b) The number of people on the premises shall not exceed 150 for dancing, or 100 seated.

The number of attendants on duty must be not less than:

one adult attendant for up to 100 persons

two adult attendants for 100-249 persons

(c) Additional attendants are required if the audience is mostly under 16 (a minimum of one steward for each 50 children or part thereof), or if there are many disabled people present.

See the Hall premises Licence for further details.

5. Insurance and indemnity¹

(a) The Hirer 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 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

(iii) 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 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 village hall management committee and the Village Hall's employees, volunteers, agents and invitees against such liabilities.

(b) The Village Hall shall take out adequate insurance to cover the liabilities described in sub-clause (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 (iii) above. The village hall shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each

¹ The Hall Insurance Policy may be viewed on website or relevant details provided by Booking Secretary
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member of the village hall management 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 village hall does not insure the liabilities described in sub-clauses (a)(ii) and (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 village Booking Secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the Booking Secretary to rehire the premises to another Hirer.

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

6. 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.

7. Music Copyright licensing

The Village Hall holds a Joint Music Licence (PRS & PPL) that covers both the performance of live music and the playing of recorded music on the premises. However, some music is specifically excluded and the Hirer is responsible for ensuring that, where necessary, they have or obtain the appropriate licence (see para 2.4 of the Hiring Agreement).

8. Film

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

9. Safeguarding children, young people, and adults at risk

The Hirer must ensure that any activities for children, young people and adults at risk are only provided by fit and proper persons in accordance with the Children Act 1989 and 2004, the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, the Hirer must provide the Village Hall with a copy of their Safeguarding Policy and evidence that they have carried out relevant checks through the Disclosure and Barring Service (DBS). All reasonable steps must be taken to prevent harm, and to respond appropriately when harm does occur. Relevant concerns must be reported.

10. 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, 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 shall also comply with the hall's health and safety policy and familiarise themselves with the layout of the Hall and the

position of fire exits and fire extinguishers (details of which will be provided by Booking Secretary and can be found in the Hall and on the website).

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

(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 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.
- Location of the first aid box.

(b) In advance of any activity whether regulated entertainment or not the Hirer shall check the following items:

- That all fire exits are unlocked and panic bolts in good working order.
- That any fire doors are not wedged open.
- That exit signs are illuminated.
- That all escape routes are free of obstructions and can be safely used for instant free public exit.
- That there are no obvious fire hazards on the premises.
- That emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

11. 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.

12. 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. No illegal drugs may be brought onto the premises. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. 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 in accordance with the Licensing Act 2003.

13. Health and hygiene

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 provided with a refrigerator and thermometer.

14. 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 the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided the hirer **must** make use of it in the interests of public safety.

15. 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, 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 village hall management 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. Smoking

The Hirer shall, and shall ensure that the Hirer's invitees comply with the prohibition of smoking in public places 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 anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

17. Accidents and dangerous occurrences

Any failure of equipment belonging to the Village Hall or brought in by the Hirer must also be reported **as soon as** possible. The Hirer 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. Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. The Booking Secretary will give assistance in completing this form and can provide contact details.

The Village Hall's health and safety file is kept in a cupboard in the kitchen. A first aid box is located in the same cupboard.

18. 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 (eg polystyrene, cotton wool) shall be erected without the consent of the management committee. No decorations are to be put up near light fittings or heaters.

19. Heating

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

20. 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 Village Hall. No animals whatsoever are to enter the kitchen at any time.

21. 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's 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.

22. 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.

23. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the Village Hall 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. The Village Hall 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 shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

24. Tables and Chairs

Hirers should ensure that the trolleys provided for moving chairs and tables are used in order to avoid injury. Chairs and tables should be stored in the store area set aside for this purpose. Hirers should note that the covered chairs should not be stacked in more than sixes; neither should more than six be placed on one of the trolleys to move in or out of the store.

25. 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 Village Hall Secretary. Hirers are requested not to use drawing pins or sticky tape on the walls or other surfaces, but to use blu-tack if there is a need to put up notices or decorations and also not to fix decorations near light fittings or heaters. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Village Hall 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 Village Hall any damage caused to the premises by such removal.

26. 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. Hirers are requested to separate recyclable waste – glass, tins and cardboard - and place in receptacles in cloakroom area, after having ensured that no liquid is remaining in tins, cans or bottles. Hirers are requested to ensure that table tops are wiped clean before being stacked in the storage area.

27. Faults/ Damage/ Comments

Hirers are requested to report any faults or damage to the Hall Booking Secretary as soon as possible so that they can be rectified quickly. The Village

Hall Management Committee welcome comments or observations that Hirers may have about their hire of the Village Hall.

28. No rights

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

General Information

Opening and Closing the village hall

The Village Hall keys will be collected from and returned to a named individual (normally advised at time of booking).and, after locking up, must be returned there immediately.

Hirers should ensure that any outside caterers, contractors and bar staff are aware of the hire period and that they will not be able to enter before or leave after the hire period.

Hirers should note that guests are expected to vacate the premises within fifteen minutes of the end of a licensed period. After midnight (unless the event is New Year's Eve) only those helping to clear up the Village Hall should be on the premises.

Contact Telephone numbers

Hirers should telephone **Helen Bosworth 01480 811892** or **Patrick Ruddy on 01480 812208** in case of difficulty.

Fire Evacuation Plan

The Hirer, or their authorised individual, must take responsibility for familiarising themselves with the layout of the Hall and the position of fire exits and fire extinguishers, which are shown on the plan of the Hall.

Hirers should also familiarise themselves from the instructions on each fire extinguisher on how to operate the particular extinguisher and the purposes for which the particular extinguisher is to be used.

The Village Hall premises are single floor and the layout is not complicated. The Committee Room may be entered or exited through two doors at either end of the room. Hirers using this room should ensure that both doors are unlocked to facilitate the use of both exit alternatives.

In the event of a fire the Hirer should follow the Halls Fire Evacuation Plan. This is to ensure that the Village Hall is evacuated in an orderly manner using the appropriate exits, and the Fire Brigade called by dialling 999.

The hirer or their authorised individual should:

- shout to occupants to evacuate the Hall through the nearest available exit and to congregate in the far corner of the car park away from the vehicle entrance

- Check that nobody remains in all rooms including the toilets, kitchen and bar and Committee room (if in use).

Telephone

The Village Hall has no telephone so hirers are advised to bring a fully charged mobile telephone for use in case of emergency.

Power Circuits/Heating

The heating controls are located in the kitchen and a thermostat is in the Main Hall. Hirers should advise Key holders if the Village Hall needs to be particularly warm or cold and should not adjust individual radiators/heaters as this will result in the Village Hall being too cold or hot for subsequent users.

Car Parking

The Village Hall car park adjoins the Hall and will accommodate 20 - 30 cars if they are parked sensibly.