

Ibberton and Belchalwell Village Hall Standard Conditions of Hire.

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

For the purposes of these conditions, the term HIRER shall mean an individual hirer or, where the hirer is an organisation, the authorised representative.

1. Supervision

The Hirer will, during the period of 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.

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 any thing 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. Licences

The Hirer shall be responsible for obtaining such licences as may be needed whether for the sale or supply of intoxicating liquor, from the Performing Right Society, from Phonographic Performance Ltd or otherwise and for the observance of the same.

4. 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.

5. Public Safety Compliance

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 otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays.

6. Health and Hygiene

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

7. Electrical Appliance Safety

The Hirer shall ensure that any electrical appliances brought by him to the premises and used there shall be safe and in good working order, and used in a safe manner.

8. Indemnity

The Hirer shall indemnify the committee for the cost of repair of any damage done to any part of the property including the curtilage thereof or the contents of the buildings which may occur during the period of the hiring as a result of the hiring.

The Hirer shall be responsible for making arrangements to insure against any third party claims which may lie against him or her (or the organisation if the representative) whilst using the Village Hall. (The Village Hall is insured against any claims arising out of its own negligence).

9. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to member of the Management Committee as soon as possible. Any failure of equipment either that belonging to the 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 Hall Secretary will give assistance in completing this form. This is in accordance with the Executive Reporting of Injuries, Diseases and Dangerous Occurrences Regulation 1995.

10. Animals

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

11. Compliance With The Children Act

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 have access to the children. (see VHIS No.5.)

12. 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 Hall, and shall indemnify the Committee accordingly against all action, claims and proceedings arising from any breach of the condition. Failure to observe this condition may lead to prosecution by the local authority.

13. 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.

14. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and them committee is unable to conclude a replacement booking, the question of the payment of the fee shall be at the discretion of the Committee.

15. Cancellation

The Committee reserves the right to cancel this hiring in the event of the hall being required for the use as a Polling Station for a Parliamentary or Local Government election or bye-election, in which case the Hirer shall be entitled to a refund of any deposit already paid.

16. Unfit for use

In the event of the hall or any part thereof being unfit for the use for which it has been

hired, the committee shall not be liable to the hirer for any resulting loss or damage whatsoever.

17. Refusal of Booking

The **Committee** reserves the right to refuse a booking without notice or to cancel this hiring agreement at any time either before or during the term of the agreement upon giving 7 days notice in writing to the hirer.

The **Hirer** shall be entitled upon such notice to reimburse of such monies including the deposit or a proportion of the same as have been paid by the hirer to the Committee by the Committee shall not be liable to make any further payment to the hirer.

18. End of Hire

The **Hirer** shall be responsible for leaving the premises and the 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.

19. Noise

The **Hirer** shall ensure that the minimum of noise is made on arrival and departure. **Please be aware that loud music is not acceptable.**

20. 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 there under. Any person who breaches this provision shall be asked to leave the premises.

As Witness the hands of the parties hereto:

Signed by the person named in paragraph 2 of the Hiring Agreement on behalf of The Village Hall.

Date _____

Signed _____

Signed by the person named in paragraph 3 of the Hiring Agreement as or on behalf of the Hirer.(where applicable).

Date _____

Signed _____

