



Ashford Carbonell Village Hall 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 Booking Secretary or Hall Secretary should immediately be consulted. (Booking Secretary- Carole Froggatt 01584 831842 or Hall Secretary Matthew Brundrett 01584 831342).

1. Supervision

The Hirer shall, during the period of the hiring, be responsible for:

- a. Supervision of the premises, the fabric and the contents; their care, safety from damage however slight or change of any sort.
- b. The behaviour of all persons using the premises whatever their capacity.
- c. Proper supervision of car parking arrangements so as to avoid obstruction of the highway.
- d. Any electrical appliances brought onto the premises for use, being in good working order and used in a safe manner.
- e. Leaving the premises and surrounds in a clean and tidy condition, all heating, lighting and appliances turned off, all fire doors properly closed, external doors properly locked and secured, unless otherwise agreed, and any contents temporarily removed from their usual position replaced.
- f. All litter and rubbish being removed from the premises and disposed of appropriately.
- g. The return of the keys to the Booking Secretary at the end of the hiring unless otherwise agreed. 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.

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 and Phonographic Performance Licence which permits the use of copyright music in any form e.g. record, compact disc, tapes, radio, television or by performers in person. 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 capacity of the hall is 70 when tables are present and 90 without tables.

The hirer acknowledges that a NO SMOKING policy applies at all times to the whole of the building.

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Licensing Authority 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 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 (See plan of Hall in Quick guide to using the Hall)

Escape routes and the need to keep them clear.

Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.

In advance of an entertainment or play 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.

It is recommended that Regular Users of the Hall carry out their own risk assessment.

6. Means of Escape

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

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 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 the Electricity at Work Regulations 1989.

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 including the curtilage thereof or the contents of the premises
- 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, and
- 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 Hirer shall take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against the Hirer's liability under paragraph 10(a) and all claims arising as a result of the hire and on demand shall produce the policy and current receipt or other evidence of cover to the Hall Secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the Hall Secretary to rehire the premises to another hirer. The Village Hall is insured against any claims arising out of its **own** negligence.

11. Accidents and Dangerous Occurrences

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 which can be found in the Village Hall Users Hand 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 Health & Safety Executive. The Hall Secretary will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (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 management committee. No decorations are to be put up near light fittings or heaters.

13. 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.

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 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.

16. Compliance with The Children Act 1989

The Hirer shall ensure that any activities for children comply with the provisions of The Children Act of 1989 as amended in 2004 & 2006 and that only fit and proper persons who have passed the appropriate Disclosure & Barring Service checks have access to the children (checks will also apply where vulnerable adults are taking part in activities). The Hirer shall provide the Village Hall committee with a copy of their Child Protection Policy on request.

17. 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.

18. End of Hire

The Hirer shall be responsible for leaving the premises and surrounding area in 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. It is the responsibility of the hirer and his/her guests to cooperate with each other and to ensure that their particular hiring finishes at the stated time.

19. 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 consideration of neighbouring properties and comply with any other licensing conditions for the premises.

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.

21. 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 Hall Secretary. 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 Hall Committee any damage caused to the premises by such removal.

22. No Rights

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

A Right of Entry is reserved at all times to a Police Officer in uniform, an Officer of the Committee or an Officer of the Local Authority and any such Officer may terminate any hiring and close the premises without notice.

Booking Secretary – Carole Froggatt 01584 831842
Hall Secretary - Matthew Brundrett 01584 831342
Chairman - David Bruntrett 01584 831111
Treasurer - Carole Froggatt 01584 831842
www.ashfordcarbonell.co.uk