



The Queen's  
Golden Jubilee Award  
2003

## STANDARD CONDITIONS OF HIRE FOR GARBOLDISHAM VILLAGE HALL

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 Booking team should 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 parking arrangements so as to avoid obstruction of the highway. As directed by the Hall Booking team, 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 to 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. All heavy equipment should be transported into the hall using rubber wheels or trolleys, or carried and not dragged across floors or stage surfaces.

### 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 Society Rights Licence which permits the use of copyright music in any form e.g. record, compact disc, tapes, radio, and 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. In particular the Hirer shall need authorisation from the village Hall's Designated Premises Supervisor for the sale or supply of intoxicating liquor.

### 5. Public Safety Compliance

The Hirer shall familiarise himself/herself with the Fire Safety Instructions displayed in the Entrance Foyer, as well as the Plan of the Building with the fire appliances, Fire Exits and Fire Extinguishers clearly marked. When setting up tables and chairs they should be conscious of the fire escape doors and avoid blocking access to them. All Fire Doors should be kept closed while the building is in use.

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, and 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.

(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.

(b) 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.

## **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 Fire Brigade shall be called to any outbreak of fire, however slight, and details should be reported to the secretary of the management committee.

(b) The Hirer shall familiarise himself/herself with the Fire Safety Instructions displayed in the Entrance Foyer, as well as the Plan of the Building with the fire appliances, Fire Exits and Fire Extinguishers clearly marked. When setting up tables and chairs they should be conscious of the fire escape doors and avoid blocking access to them. All Fire Doors should be kept closed while the building is in use.

## **8. Health & 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, freezer, and thermometers for both.

## **9. Electrical Appliance Safety**

The Hirer must ensure that any electrical appliances brought by them to the premises and used there shall be safe and in good working order, and used in a safe manner in accordance with all current regulations. Where a residual circuit breaker is provided the hirer must make use of it in the interests of public safety.

## **10. Indemnity**

(a) 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 and (b) all claims 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.

- (b) The Hirer shall take out adequate insurance, where appropriate, 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 Booking Team. Failure to produce such policy and evidence of cover will render the hiring void and enable the Booking Team to re-hire 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 of 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. A member of the committee will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Disease and Dangerous Occurrences Regulations 1995. (RIDDOR)

**12. Explosives & 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 appliance shall be used on the premises at any time without the consent of the 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 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 under any circumstances.

**15. Animals**

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event or training session 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 under eighteen 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 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. Fly Posting**

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisement 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.

**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 price 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. Further details can be found in Village Hall Information Sheet 34

**19. 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 bye-election
- (b) the Village Hall management committee reasonably considering that (i) such hiring may lead to a breach of hiring conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities may 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 monies already paid, but the Village Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

**20. 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.

**21. 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. Disposal of bottles and rubbish must not take place outside after 9pm, and should be placed in separate bags in the back porch for disposal the following morning by Village Hall staff. All Windows and doors should be kept closed when loud music is being played after 9pm in the evenings.

**22. No Smoking**

The Hirer must ensure that no smoking takes place in the village hall, and that their guests go outside if they wish to smoke. This condition is essential for the health and safety of all who use the building, and is insisted upon by our insurers. Any breach of this condition may result in loss of deposit or further charges.

**23. 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 day at the hire fee per hiring until the same is removed.

The Village Hall may, in its discretion in any of the following circumstances, namely-

- (a) in respect of stored equipment, failure by the Hirer to pay any storage charges due and payable, or to remove the same within seven days after the agreed storage period has ended.
- (b) In respect of any other property brought on to the premises for the purpose of the hiring, failure by the Hirer to remove the same within 7 days after the hiring, 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.

**24. 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 Booking Team. 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, any damage caused to the premises by such removal.

**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.

**26. Fireworks**

The Hirer shall ensure that no fireworks are let off on Village Hall premises, or in the vicinity of the Village Hall without written permission from the management committee. In addition, the Hirer shall not permit events in the Hall to be used to let fireworks off on nearby verges or property, without written permission from the relevant authorities or landowners. In the event of permission being granted for special occasions, i.e. Guy Fawkes, New Year's Eve etc., notification of the intention to let off fireworks must be made at least one month before the event, in the village newsletter and notice boards. (see previous item 3.8, Indemnity of village hall management committee)

**GARBOLDISHAM VILLAGE HALL - SCHEDULE OF SPECIAL CONDITIONS**

These Special Conditions apply to all hiring's of this village hall. If the Hirer is in any doubt as to the meaning of any of the following, please consult a member of the booking team.

- a) The Hirer must comply with any reasonable instruction given by the Committee's authorised Stewards or Bar Supervisor.
- b) Please be aware of the strict laws in force relating to the sale and supply of alcohol to children. By law it is an offence to buy for, sell to, deliver to, or allow alcohol to be consumed

by a person under the age of 18 years. An exception is made for an accompanied child 16 or over where the alcohol is beer, wine or cider, to be consumed with a sit down, main meal and purchased by the accompanying adult.

- c) The Hirer shall need authorisation from the Designated Premises Supervisor to bring a bar into the hall for the sale or supply of alcohol, particularly where children are attending. In addition, the supervision of people bringing heavy equipment, or bar equipment into the Hall, is the hirer's responsibility, and any resulting damage due to failure of this requirement can result in loss of deposit, and other potential charges for damage caused. It is imperative to point this out to people you bring into the hall.
- d) Please leave the village hall clean and tidy after use with tables wiped clean before being stacked in the storerooms. Stained chairs should be left on one side for cleaning. Please empty beer cans and bottles before putting them in refuse sacks. Bottles should be put in separate bags for disposal in the bottle banks. Waste should be left inside the back porch after 9pm for our disposal the following morning. No bottles, cans, glasses, streamers or other items should be left outside the building, and cigarette ends should be placed in the containers provided.
- e) The Hirer agrees not to use Foil (or other) Party Poppers at events in the village hall due to their permanent staining of the wooden & vinyl floors. All proposed decorations should be approved by the Committee, prior to the booking, and no adhesive or blue-tack should be used on the wall surfaces. Use of masking tape is recommended for putting up agreed decorations, notices etc.