

# Conditions of Hire

## King`s Somborne Village Hall

### Charity Number 1180268

**All Hirers of any part of the Hall, including the Pavilion, are required to observe the Village Hall Conditions of Hire:**

Hirers and users of the Village Hall are reminded that the Village Hall is a public place and as such all hirers and users must obey the law whilst within and in the vicinity of the Village Hall. This includes but is not limited to prohibition of smoking and supply of alcohol to minors.

**Hall Capacity:** The maximum number of people permitted in the Main Hall is: Close seated 125, Dance 200.

#### **Insurance and Liability:**

- (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 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 insure the liabilities described in sub-clauses (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 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 Booking 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.

**Fire Regulations and Precautions:** Fire exit doors are clearly marked and illuminated by emergency lighting in the event of power failure. No form of obstruction, including furniture, may be placed to hinder the use of these exits. A plan showing the location of fire extinguishers is displayed on the Notice Board in the entrance hall.

**In Case of Fire:** In the event of a fire, the fire brigade must be called by dialling 999 using a mobile The Address is Village Hall, Recreation Ground, SO20 6PP. If a mobile is unavailable, there is a public telephone by the war memorial, approximately 400 metres from the Village Hall. The Fire Brigade shall be called to any outbreak of fire, however slight.

As well as calling the Fire Brigade, use the Fire Main Call Points positioned beside all fire exit doors to alert all occupants of the fire.

The premises must be cleared as quickly as possible using the emergency fire exits. The assembly point is on the Recreation Ground. In advance of public performances, hirers should indicate fire exits and confirm point of assembly on the Recreation Ground.

Details of any outbreak shall be given to the Booking Secretary.

**Accidents and Dangerous Occurrences:** Any accident must be recorded in the accident book (which is located in the drawer in the kitchen) and reported to the Management Committee via the Booking Secretary.

**Times of Hire:** The Hiring shall be for the period shown on the Booking Form and shall terminate at the time shown. The hiring shall not extend beyond midnight without the express permission of the Village Hall Management Committee. All music and other amplified sound shall cease at least 30 minutes before the termination of the letting and the hirer shall be responsible for ensuring that the premises and car park is totally vacated, quietly and in an orderly manner, by the termination time stipulated on the Booking Form.

The hire of the premises does not entitle the Hirer to use or enter the premises at any time other than the specific hours for which the premises are hired unless prior arrangements have been made with the Village Hall Management Committee via the Booking Secretary. The hours of hiring include time for preparing the premises for the event and for clearing up afterwards.

**Cancellation:** The Village Hall Management Committee reserves the right to refuse bookings without reason at any time.

If the Hirer wishes to cancel a hire, pre-payments will be returned only if the event concerned is cancelled with not less than 14 days notice. Shorter periods of notice are only acceptable from sports clubs who have booked the Pavilion.

**Responsibility:** The Hirer must be a responsible person, over the age of 21.

The Hirer shall ensure that all guests/occupants 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. This includes the porch area. The Hirer will be responsible for any cleaning required.

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. As directed by the Booking 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.

The Hirer shall ensure, to the best of his/her ability, that noise or nuisance by all persons entering, using or leaving the premises shall not cause annoyance to residents in the locality, or to the general public.

The Hirer is responsible for setting out the room hired as required and for clearing up at the end of the hiring. Furniture must not be moved from rooms not covered by the hiring agreement.

The Hirer will control access to the premises, and refuse entry to those not invited.

The Hirer must carry out and keep records of all Health and Safety risk assessments as required by law.

No nails, screws or similar may be fixed to any part of the premises, nor any other means of fixing which might remove paint or leave any visible damage when it is removed. This includes such materials as Sellotape, Blu-Tack and thumb tacks. The Main Hall has a picture rail which may be used to hang posters using thumb tacks or similar.

**Alcohol:** The Hirer will ensure that alcohol is not brought into the premises other than under the terms below:

The Village Hall has a Designated Premises Licence permitting the sale of alcohol for consumption on the premises subject to certain conditions; for the purpose of this condition this includes any event at which alcohol is provided as part of the ticket price. A Hirer will be permitted to sell or supply alcohol during the period of hire provided the booking has been previously approved by the Village Hall Management Committee and the Hirer has signed a written acknowledgement and confirmation that they are aware of and agree to comply with the provisions of The Licensing Act 2003 and the consequences of failing to do so. The Village Hall Management Committee reserves the right to refuse or cancel bookings involving the sale or supply of alcohol at their discretion if these conditions are not met.

Where the Hirer has not obtained a licence to sell alcohol or distribute alcohol as an inducement to a paid event, the Hirer may, at his discretion, allow participants to bring their own alcohol for personal consumption. No fee may be charged, and the Hirer is required to keep order.

Any person suspected of being drunk or under the influence of drugs, or who is behaving in a violent or disorderly way must not be admitted to the premises and if on the premises, is to be removed.

**Heating:** No unauthorised heating appliances shall be used on the premises. The Village Hall heating system may be used during a hire if necessary. Users must ensure that the heating unit at the back of the main hall is clear of curtains, and to ensure that the heating system is turned off at or before the completion of hire.

**Use of Kitchens:** The use of the main kitchen is included in the charges for the Main Hall and there are sufficient supplies of crockery and cutlery including adequate means of boiling water. The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.

**Licences:** All Hirers should ensure that they have the relevant licence for their event/activity.

The Village Hall holds a Performing Rights Society (PRS), a Phonographic Licence (PPL), and a Designated Premises Licence as indicated above.

**Children:** 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 any other legislation for the protection of children. All organisations using the premises that provide activities/services for children will need to have an approved child protection policy in place. A copy of this policy must be provided to the Booking Secretary on request.

**Parties:** A deposit of £100 (in advance) will be required for any party. This will be returned after the event subject to the premises being left in a satisfactory condition. Parties for groups aged between 12-21 years old must have adequate adult supervision by persons aged 21 or over, in a ratio of one adult supervisor for every twenty guests in the specified age group.

**Hirer's Equipment:** Any equipment brought into the premises for use is the responsibility of the Hirer and suitable insurance must be obtained. It is not covered by Village Hall insurance.

**Electrical Equipment:** 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.

No additional lights or extension from the existing electric light fittings shall be used without the previous consent of the Management Committee.

**Dangerous Items:** Highly flammable substances shall not be brought into or used in any part of the premises. In particular, fireworks and similar devices are absolutely prohibited.

No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Village Hall Management Committee. No decorations are to be put up near light fittings or heaters.

No candles or other lighting arrangements involving a flame may be used. Battery operated imitation candles may be used.

**Animals:** The Hirer shall ensure that no animals (including birds) except assistance dogs are brought onto the premises, other than for events and activities agreed in advance by the Village Hall Management Committee. If animals are allowed under this rule, the Hirer must ensure that the premises remain completely clean on departure; if necessary, using cover-all mats to cover floors whilst animals are present.

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

**On completion of Hire:** All taps, heating and lighting must be turned off before vacating the premises, otherwise the hirer is liable for an excess charge relating to the utilities thus consumed.

All chairs, tables, utensils and every other item used, or moved, are to be properly cleaned and replaced in their original positions before the premises are vacated; please do not drag them across the floor.

Property of the Hirer and the Hirer's agents must be removed at the termination of the hiring. The premises must be properly locked and secured on departure unless directed otherwise.

The premises should be returned to the state as found on departure. Rubbish should be removed to the bins outside and empty bottles taken to the bottle bank at the end of the car park.

**Car Parking:** The car park is provided by the Parish Council for general use including by users of the Recreation Ground and Village Hall. It is not the property of the Village Hall. Vehicles are not permitted to be driven on the recreation ground. Cars must be parked with due consideration to other users. Drivers must comply with the no exit sign.

**Use of Recreation Ground:** Hirers should note that the recreation ground is not owned by the Village Hall. Queries regarding its use should be directed to the Parish Clerk.

**Instructions from Management Committee:** Free access to the premises by members of the Village Hall Management Committee, or their appointed representatives, shall be permitted at all times during any event to enable them to check that these conditions are being met.

The Hirer shall, at all times, obey all instructions given by the appointed representative/s of the Village Hall Management Committee, who are hereby authorised to stop any entertainment or meeting and terminate any hiring which, in their absolute discretion, is not properly conducted

**Counter-Radicalization and Security Act 2015 Section 26(1):** No activity which may be construed as drawing people into terrorism is permitted to take place at this venue. Should any allegation be received, or if the Management Committee has reason to suspect non-compliance, the Management Committee will investigate and may decide to cancel or modify the function(s), to ensure compliance with the law.

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