

CORRINGHAM VILLAGE HALL

Standard 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 Village Hall Management Committee 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. As directed by the village hall committee, 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 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 nor allow the consumption of alcohol thereon without the appropriate written consent via a Temporary Events Notice (TEN) which the hirer is responsible for arranging and paying for.

4. Availability of premises

The premises shall normally be available for hire on any day of the week from 08.00am until 10.00pm where there is no prior booking. Specific hire arrangements can be discussed to meet individual circumstances and needs. At the discretion of the management committee a maximum of 15 minutes preparation and 15 minutes cleaning time may be granted before and after the time of the hire period. Otherwise the Hirer must include all necessary preparation and cleaning time in the hire period they book.

5. Attachment of decorations, posters etc.

No pins, nails or permanent fixers are to be used on the walls or woodwork; Blu-tack or equivalent is acceptable. No fixtures of any sort can be used on the acoustic boards within the main hall. All decorations, posters etc. used must be removed cleanly at the end of the hire period.

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. Licensable activities

The village hall holds a current 'The Music 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 licenses 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.

8. 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, 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.

The Hirer acknowledges that they have read the information sheet in relation to 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. (diagram of location on notice board in hall.)
- 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 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.

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).

Outbreaks of fire

- The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the bookings secretary or the management committee.

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.

9. Electrical appliance safety

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

10. Insurance and indemnity

(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 insure the liabilities described in subclauses (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 village hall secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the bookings 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. 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 Incident Contact Centre. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR). The Incident Contact Centre can be contacted in any of the following ways:

- Telephone: 0345 300 9923 (office hours Mon-Fri 8.30am – 5.00pm)
- Website: via the HSE website: www.hse.gov.uk
- Report Form is available on website

12. Explosives and flammable substances

The hirer shall ensure that:

- Highly flammable substances are not brought into, or used in any part of the premises and that
- 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. 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 Village Hall has a 'No Smoking' Policy and a 'No Naked Flame' Policy (for example no indoor fireworks, no chafing dishes etc. will be allowed).

14. 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.

The Heating is set linked to an automated setting managed by the Village Hall Management Committee. Please email corringhamvh63@gmail.com if you require any setting changes.

15. Third-Party Entertainment / Bouncy Castles

The Hirer shall ensure that any third-party entertainer booked, or any supplier of equipment used at an event, holds the necessary Insurance/Permits required. Please be aware that the Village Hall is not insured for Bouncy Castles or other inflatable devices, therefore if you wish to use these on the premises you must ensure that the bouncy castle/inflatable provider has the appropriate insurances.

16. Dangerous and unsuitable performances

Performances involving danger to the public or of a sexually explicit nature shall not be given.

17. 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.

18. Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than by the village hall management committee. No animals whatsoever are to enter the kitchen at any time.

19. Compliance with the Children Act 1989

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989, Safeguarding children, young people and adults at risk. You 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, you must provide us with a copy of your Safeguarding Policy and evidence that you 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 to the management committee.

20. 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.

21. 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.

22. Film shows

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 licenses for film shows.

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 phone, email or written notice to the Hirer in the event of:

- the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election
- 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
- the premises becoming unfit for the use intended by the Hirer
- 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. 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.

25. Rubbish Disposal

At the end of the hire period, all waste must be bagged and tied before being placed in the wheelie bin outside the front of the Village Hall. However, when a large amount of waste is produced, then Hirers are required to take this away with them.

26. Keys

When making the booking, access to the Keys to the Hall will be arranged. The Hirer shall be responsible for all keys given to them for access to the hall and equipment stored therein on the following conditions:

- they will not be copied
- they will not be passed to a third party
- if lost, the loss will be immediately reported to a member of the Village Hall Management Committee
- in the event of loss, the hirer will be responsible for the cost of replacement including the changing of lock, if necessary.

27. 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.

28. 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:

- 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.
- 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.

29. 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 management committee. 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 or, if any damage caused to the premises by such removal.

30. CCTV

Closed circuit television ("CCTV") is installed with the hall. Cameras are located at both entrances and images from the cameras are recorded digitally and then automatically recorded over after approximately 30 days.

A CCTV policy and procedures document is used to control the management, operation, use and confidentiality of the CCTV system.

This use of CCTV falls within the scope of The Data Protection Act 2018 and The General Data Protection Regulation 2018. Corringham Village Hall complies with the Information Commissioner's Office ("ICO") CCTV Code of Practice (<https://ico.org.uk/media/1542/cctv-code-of-practice.pdf>) to ensure that it is used responsibly.

31. No Rights

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