

Welburn Village Hall Management Committee

(Registered Charity No. 1085747)

Standard Terms & Conditions of Hire (revised 27/2/2018)

For the purpose of these terms & conditions the term **HIRER** shall mean the person responsible for signing the Hiring Agreement. This could be an individual hirer or, where the hirer is an organisation, the authorised representative. The term **COMMITTEE** refers to Welburn Village Hall Management Committee and **BOOKINGS SECRETARY** refers to Welburn Village Hall Bookings Secretary or the Chair of the **COMMITTEE** in the absence of the Bookings Secretary.

1. The HIRER shall, during the period of hiring, be responsible for the 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 the exterior perimeter** for protection from external machinery, avoidance of trespass onto neighbouring property and obstruction of the highway. The premises shall not be left unattended at any time during period of hire. As directed by the BOOKINGS SECRETARY, the HIRER shall make good or pay for all damage (including accidental and malicious damage) to the premises or to the fixtures, fittings or contents and for loss of contents.
2. Parking in front of the building is limited. Priority should be given for disabled parking. **The central area in front of the entrance must be kept free of cars to allow access for emergency vehicles. Parking should be discouraged on Church Lane as it could restrict emergency access to the rest of Church Lane.** Please avoid parking opposite the junction of Church Lane when parking on the village street as this is a blind junction. Parking is possible opposite the Church or on the village street.
3. 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 HIRER shall ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.
4. 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 or unsuitable purpose or in any unlawful way, nor do anything nor bring on the premises anything which may endanger the same or render invalid any insurance policies in respect thereof.
5. The HIRER shall fully disclose in the Hiring Agreement the intention to use regulated entertainment or provision of alcohol as per the Licensing Act 2003 and its successors. The Welburn Village Hall Committee will be responsible for obtaining the license known as a Temporary Event Notification (TEN) and the hirer will be expected to observe the conditions of the licence, including the hours of use. Information on licensing can be obtained from Ryedale District Council.
6. The HIRER shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, the local Magistrates' Court, the Fire Authority or otherwise, particularly in connection with any event which includes public dancing or music or stage plays or other form of regulated entertainment or any event at which alcohol is sold or provided or which is attended by children.
7. 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. No illegal drugs may be brought onto the premises. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. 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 in accordance with the Licensing Act 2003
8. The HALL cannot be used for betting, gambling or card playing for money. The HIRER shall ensure that nothing is done in contravention of the law relating to gaming, betting or lotteries.
9. Where live or recorded music is to be played, the HIRER shall ensure that the Village Hall holds relevant licences under the Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) and, where required, the HIRER or performer holds a licence. The HIRER shall ensure that they have the appropriate copyright licences for film. Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification.
10. 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 ensure that windows and doors are kept closed if live music or sound amplification equipment is being used.
11. 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.
12. The HIRER shall ensure that any activities for children under eight years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable groups Act 2006 and only fit and proper persons who have passed the appropriate checks should have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The HIRER shall provide the BOOKINGS SECRETARY with a copy of any checks and Child Protection Policy on request. There must be sufficient adult supervision of anyone in the hall who is under 18 years of age. Those responsible for supervising under 18s shall be in a fit state to do so and shall not be under the undue influence of alcohol.
13. The HIRER has legal duties with regards to the safety of those persons assisting or attending the event. The HIRER is provided with a copy of the Terms and Conditions of Hire and the Health and Safety Guidance for Hirers when booking the hall. By signing the booking form the HIRER agrees that they have read and accepted the Terms and Conditions of Hire. In addition, the HIRER will be asked to sign the relevant section of the Fire Safety Measures Log Book to indicate that they have read and

acted on the Health and Safety Guidance for Hirers and made attendees at their event aware of the Emergency Evacuation Procedure and all Fire Exits. Unannounced fire drills may be carried out by the COMMITTEE. The HIRER shall also comply with the Hall's Health and Safety Policy which is displayed on the notice board in the hall foyer.

14. The HIRER must report all accidents involving injury to the public to a member of the COMMITTEE as soon as possible and complete the relevant section in the Village Hall's Accident Book (located with the First Aid Box in the kitchen). Certain types of accident or injury must be reported on a special form to the Health and Safety Executive. If this applies, the committee will be in contact as necessary.
15. The HIRER shall ensure that all electrical appliances brought onto the premises and used there, shall be safe and in good working order, ideally have a current PAT test certificate, and be used in a safe manner in accordance with the Electricity at Work Regulations 1989. Users will be asked to sign an indemnity form to this effect. Electrical appliances may not be offered for sale in any fund raising event. Any failure of equipment belonging to the Village Hall or brought into the hall must be reported as soon as possible.
16. No Bouncy Castles or similar equipment can be used on any part of the premises including the external spaces.
17. The HIRER shall ensure that highly flammable substances are not brought into, or used in any part of the premises. No cooking oil, candles, matches, lighters or other naked flames shall be used in the Hall. 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 BOOKINGS SECRETARY. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.
18. 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 approval of the BOOKINGS SECRETARY. Particular care should be taken not to damage the fabric of the hall or create a fire or safety hazard. No decorations are to be put up near light fittings or heaters.
19. The HIRER shall, if preparing serving or selling food, observe all relevant food hygiene legislation and regulations. A copy of the hygiene regulations is posted in the kitchen. The COMMITTEE accepts no responsibility for injury caused by poor observance of food and hygiene regulations, other than when in use by themselves.
20. The HIRER shall ensure that no animals (including birds) except guide 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.
21. a) i) The HIRER shall be liable for 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. Any necessary repairs must only be carried out by persons authorised by the committee.
a) ii) The HIRER shall be liable for all claims, losses, damages and costs made against or incurred by the COMMITTEE, Village Hall Trustees, employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons or as a result of any nuisance caused to a third party arising as a result of the use of the premises (including the storage of equipment) by the HIRER. Subject to sub-clause (b), the HIRER shall indemnify and keep indemnified accordingly each member of the COMMITTEE and the Village Hall Trustees, employees, volunteers, agents and invitees against such liabilities.
b) The Village Hall shall take out adequate insurance to insure the liabilities described in sub-clause (a) (i) above and may, in its discretion and in the case of non commercial hirers, insure the liabilities described in sub-clause (a) (ii) 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 COMMITTEE and the Village Hall Trustees, employees, volunteers, agents and invitees against any insurance excess incurred and 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) 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 BOOKINGS 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.
22. At the end of the hiring the HIRER shall be responsible for leaving the premises and surrounds in a clean and tidy condition and any contents temporarily removed from their usual positions properly replaced, otherwise the COMMITTEE shall be at liberty to make an additional charge for rectification to normal status in addition to retaining any deposit paid.
23. Property can only be left on the Village Hall premises outside the period for which it is hired with the permission of the COMMITTEE. The Village Hall accepts no responsibility for any property brought on to or left at the premises and all liability for loss or damage is hereby excluded. The Village Hall may dispose of any property left in the Village Hall without permission.
24. The COMMITTEE reserves the right to cancel this hiring by written notice to the HIRER in the event of the premises being required for use as a Polling Station or the premises becoming unfit for the use intended by the HIRER or 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 or any other reason outside the COMMITTEE's control. The COMMITTEE also reserves the right to cancel this hiring by written notice to the HIRER if the COMMITTEE reasonably considers that such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or that unlawful or unsuitable activities will take place at the premises as a result of this hiring. In any such case the HIRER shall be entitled to a full refund if an alternative date cannot be agreed upon, but the Village Hall shall not be liable to the HIRER for any resulting direct or indirect loss or damages whatsoever.
25. The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the HIRER.
26. None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.