

STANDARD TERMS AND CONDITIONS OF HIRE

For the purposes of these conditions, the following terminology shall be used:

HIRER shall mean an individual hirer, or where the hirer is an organisation, the authorised representative.

PREMISES shall mean the village hall and car-park.

VILLAGE HALL shall refer to the Village Hall Charitable Trust on behalf of which the MANAGEMENT COMMITTEE acts.

These conditions apply to all hiring of the Village Hall and Car Park. If the Hirer is in any doubt as to the meaning of the following, the Booking Officer should immediately be consulted.

The Hirer is responsible for adhering to the Operating Instructions, Instructions for Operating Equipment and Emergency Procedures (collectively referred to as the "Instructions"). It is the Hirer's responsibility to ensure that copies of the Instructions are obtained and understood. If the Hirer is in any doubt about any of the Instructions, the Booking Officer should be consulted.

By going ahead with the hiring of the Village Hall, the Hirer is agreeing to these Terms and Conditions of Hire and complying with the Instructions.

1. THE HIRER, not being a person less than 18 years of age, will, during the period of the 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 car-parking arrangements so as to avoid obstruction of the fire exits and entrance to the highway.
2. 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 alcoholic liquor thereon without written permission.
3. THE HIRER shall be responsible for obtaining such licences as may be needed, for example, for the sale or supply of intoxicating liquor, or for appropriate PPL and PRS Licences (licences for music) and for the observance of the same.
4. THE HIRER shall ensure that nothing is done on or in relation to the premises in contravention of the law in relating to gaming, betting and lotteries.
5. THE HIRER shall at all times comply with any conditions and regulations made in respect of the premises by the Local Authority, Local Magistrates Court, and Fire Authority and those displayed at the premises. In addition, THE HIRER shall also comply with any statements of risk assessment displayed at the premises.
6. THE HIRER shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.

7. THE HIRER shall ensure that any electrical appliances brought in to the premises and used there shall be safe and in good working order, and used in a safe manner.
8. THE HIRER shall indemnify the VILLAGE HALL for the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the buildings which may occur during the period of the hiring as a result of the hiring.
9. A DAMAGE DEPOSIT as detailed on the Hiring Agreement may be payable by THE HIRER to the VILLAGE HALL who, within 28 days of the termination of the period of hire or after the finalisation of the account (whichever period is the longer), will repay such deposit to THE HIRER less the cost of rectifying any damage caused to the premises and/or contents thereof during the period of the hiring as a result of the hiring.
10. If THE HIRER wishes to cancel the booking before the date of the event and the MANAGEMENT COMMITTEE are unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the MANAGEMENT COMMITTEE.
11. THE HIRER shall ensure that the minimum of noise is made on arrival and departure.
12. In the USE OF AMPLIFIERS, the level of sound must at all times be controlled so as to avoid causing nuisance to village residents.
13. 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 in the Village Hall or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk nor sold 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 Village Hall. No illegal drugs may be brought into the Village Hall.
14. THE HIRER shall ensure that no dogs, except guide dogs, are brought into the hall or on to the car-park without prior permission.
15. THE HIRER shall, if selling goods in the Village Hall, 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.
16. The VILLAGE HALL accepts no responsibility for any stored equipment or other property brought on to or left at the Village Hall, 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 at its discretion, in respect of any equipment or property brought in to the Village Hall and not removed by the Hirer 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.

17. AT THE END of the hiring, THE HIRER shall be responsible for the leaving the premises 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 MANAGEMENT COMMITTEE shall be at liberty to make an additional charge.
18. THE MANAGEMENT COMMITTEE reserve the right to cancel this hiring in the event of the hall being required for use as a Polling Station for a Parliamentary or Local Government election or bye-election, in which case THE HIRER shall be entitled to a refund of any deposit already paid.
19. IN THE EVENT of the premises or part thereof being rendered unfit for the use for which it has been hired, the VILLAGE HALL shall not be liable to THE HIRER for any resulting loss or damage whatsoever.
20. THE HIRER shall ensure that any activities for children under eight years of age, that are not private functions, comply with the provisions of The Children Act of 1989 and that only fit and proper persons who have passed the appropriate Disclosure and Barring Service (DRB) checks (previously Criminal Records Bureau checks) 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 MANAGEMENT COMMITTEE with a copy of their Child Protection Policy on request.
21. THE HIRER shall ensure that Public Liability Insurance is in place for the hirer's event. (The VILLAGE HALL'S own Public Liability Insurance automatically covers many non-profit making activities).