**Amerdale 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 Booking Secretary should 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 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.

**3. Use of premises** - The Hirershall 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.

**4. Gaming, betting and lotteries** - The Hirershall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

**5. Licensable activities -** The Village Hall holds a Performing Right Society Licence.

**6. Public safety compliance** -The Hirershall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, the Village 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 Village Hall’s health and safety policy.

There is a First Aid box located in the Kitchen.

(a) The Hirer acknowledges that they have received instruction in the following matters:

1. Actions to be taken in event of fire including calling the Fire Brigade and evacuating the hall.
2. The location and use of fire equipment.
3. Escape routes and the need to keep them clear.
4. Method of operation of escape door fastenings.
5. 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 and ensure that:

1. all fire exits are unlocked and panic bolts in good working order.
2. all escape routes are free of obstruction and can be safely used.
3. any fire doors are not wedged open.
4. exit signs are illuminated.
5. there are no obvious fire hazards on the premises.

**7. Means of escape / Emergency lighting**

(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.

**8. Outbreaks of fire -** The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the management committee.

**9. Health and hygiene -** The Hirershall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.

**10. Electrical appliance safety -** The Hirershall 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.

**11.** **Insurance and indemnity -** The Hirershall be liable for:

1. 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
2. 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
3. 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.

The Village Hall is insured against any claims arising out of its **own** negligence.

**12. 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 (located in the kitchen). Any failure of equipment belonging to the Village Hall or brought in by the Hirer must also be reported **as soon as possible**.

**13. Explosives and 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.

**14. Heating -** The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises.

**15. Drunk and disorderly behaviour and supply of illegal drugs -** The Hirer shall ensure that in order to avoid disturbing neighbours to the Village 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.

**16. Animals** - The Hirer shall ensure that no animals except guide dogs are brought into the premises, other than for a special event agreed to by the Village Hall.

**17. 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 1989 and that only fit and proper persons who have passed the appropriate Criminal Records Bureau checks have access to the children.

**18. 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.

**19. 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.

**20. 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 licences for film.

**21. Cancellation -** Ifthe 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:

1. the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election
2. 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
3. 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 deposit already paid, but the Village Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

**22. 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; any contents temporarily removed from their usual positions should be properly replaced; furniture, including the seating trolley must not be dragged across the Hall floor; all litter and rubbish must be removed; the freezer in the kitchen must remain switched on at all times; and the Booking Secretary must be notified of any breakages. Otherwise the Village Hall shall be at liberty to make an additional charge.

**23. 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.

**24. Stored equipment -** 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. All equipment and other property must be removed at the end of each hiring.

**25. 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.

**26. No rights -** The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

**27. 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. Any person who breaches this provision shall be asked to leave the premises.

**N.B. Not all mobile phones work in the hall. Please ensure a responsible person has adequate reception in case of emergency during your event.** The nearest telephone is located next to the village green – turn right out of the front door and turn immediately right as you reach the green. It takes phone cards only.