

STANDARD CONDITIONS OF HIRE

These standard conditions apply to all hirings of Farthinghoe Village Hall. If the Hirer is in any doubt as to the meaning of the following, the Chairman of the Village Hall Committee should be consulted.

These 'Standard Conditions of Hire' and where applicable, any 'Special Conditions of Hire' form part of the Hire Agreement.

1. Capacity and Supervision

The number of people on the premises shall not exceed 120 standing or 100 seated in the main hall or 15 in the Beasley Room.

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. The hirer will be informed by the Bookings Secretary of the arrangement for unlocking and locking the Hall. As directed by the Bookings 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.

2. Use of Premises and Surrounds

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 sale of alcohol thereon without the appropriate permission under the Licence.

The road leading to the Village Hall is a public road and must not be obstructed. Cars are not allowed on the school playing field.

3. Gaming, Betting and Lotteries

The Village Hall holds a Lottery Licence. 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. If in doubt the Bookings Secretary should be consulted.

4. Other Licences

The Village Hall holds a Premises Licence which authorises regulated forms of entertainment and the sale of alcohol during specific times. The Village Hall also holds a joint PRS and PPL Licence permitting the performance/broadcast of copyright music and the public, non-commercial use of recorded music. If other licences 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. If in doubt the Bookings Secretary should be consulted.

5. Public Safety Compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Licensing Authority, the Health and Safety Executive 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.

- (a) The Hirer acknowledges that they have received instruction and the Emergency Procedure Document (see attached) in 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.
 - 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 of closing all fire doors at the time of a fire.
- (b) 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.

6. Means of Escape in Case of Fire

- (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 (if not operated by an automatic mains failure switching device).

7. Outbreaks of Fire

The Fire Brigade shall be called by dialling 999 to any outbreak of fire, however slight, and details thereof shall be given immediately to the Bookings Secretary or, failing that, to any other member of the Management Committee.

8. 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.

9. Electrical Appliance Safety

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. All power sockets in the Hall are protected by a main central residual circuit breaker.

10. Indemnity

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) the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises (b) all claims, losses, damages and costs 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 (c) all claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer.

11. Insurance

The Hall insurance covers:

- All hirers (provided the use is for non-commercial purposes - see below) and events run directly by the Trustees for Hall funds.

- Hirers where any profits are used solely for the benefit of the community.
- Hirers whose proceeds go to cover hire charges with the remainder to the club/organisation's funds, e.g. meetings of Farthinghoe Friends would be construed as being for the benefit of the community.
- Hirers where the proceeds are nil, e.g. Parish Council meetings.

The Hall Insurance does not cover:

- Hirers and events with any commercial aspect where a portion of the income, over and above the hire charges, goes as business or commercial income to the individual or organisation running the activity.
- Any contractor engaged by a hirer to provide some service. Any such contractor must have their own Public Liability insurance and must produce written proof of this upon request.
- For activities such as Keep Fit or Yoga classes, an organiser/instructor must, as a professional person, have their own insurance cover against accidents and injuries resulting from the activities.

The Hall insurance does not cover:

- For events such as Sales and Antique Fairs; the organisers must cover their Public Liability however unlikely the risks appear to be, in addition to insuring their own goods.
- All such hirers must show evidence of any necessary insurance cover before signing the Hiring Agreement.

The Village Hall Management Committee is insured for Public Liability. For other organisations or persons using the Village Hall, cover will apply as though such organisation or person were individually named as the Insured provided the limit of indemnity is not exceeded and use is for non-commercial purposes. If such a hirer employs a contractor to supply some specialised service at their event then this contractor must carry their own Public Liability insurance cover.

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

If a hirer is in any doubt concerning the insurance arrangements for their event then the Bookings Secretary should be consulted.

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 via the Bookings Secretary as soon as possible and complete the relevant section in the Village Hall's Accident Book. The Accident Book is situated above the first aid box 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. Certain types of accident or injury must be reported on a special form to the local authority. The Bookings Secretary will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

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.
- (c) Any and all candles (birthday cakes excepted) are firmly and safely installed within a glass

container that is higher than the top of flame. Tea lights may be used as long as they are in jars, lanterns or other suitable flameproof containers.

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.

15. 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, or 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.

The Committee and its representatives shall be entitled to enter the Hall at any time during the period of the hire and shall be entitled to terminate any entertainment or other activity which is not in accord with the purpose specified in the booking form or which is in any way contrary to the law.

16. Animals

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.

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 of 1989 and that only fit and proper persons who have passed the appropriate 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 Bookings Secretary with a copy of their Child Protection Policy upon request.

18. Film Shows

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification.

19. 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.

20. 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.

21. **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 written notice to the Hirer in the event of:

- (a) The premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election.
- (b) 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.
- (c) 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.

The Committee reserves the right to decline any booking.

22. **End of Hire**

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition: tables and chairs should be stacked in the storeroom using the trolleys provided and rubbish either placed in the bin(s) or taken away. The Hirer shall ensure that the Hall is 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.

23. **Noise**

The Hirer shall ensure, in consideration of our neighbours, that the minimum of noise is made on arrival and, particularly, departure 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.

24. **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, except that the Bookings Secretary is authorised to grant permission for the overnight storage of goods and equipment brought to the Hall for a particular function or event.

The Village Hall may, in its discretion in any of the following circumstances, namely:

- (a) In respect of stored equipment, failure by the Hirer either to pay any storage charges due and payable or to remove the same within 7 days after the agreed storage period has ended.
- (b) In respect of any other property brought on to the premises for the purposes of the hiring,

failure by the Hirer to remove the same 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.

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 of the Bookings Secretary. 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.

26. Access

The Bookings Secretary or any member of the Management Committee shall, at all times during the hiring, have free access to the premises.

27. Prohibitions

Fireworks, Smoke Machines, Chinese (or "Sky") Lanterns and Ball Games, both within the premises or in the car park, are expressly prohibited. Performances involving a danger to the public, or of a sexually explicit nature, shall not be given.

28. No Rights

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

29. 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.

30. ADDITIONAL CONDITIONS RELATING TO PARTIES FOR YOUNG PEOPLE

18th Birthday Parties

1. The person for whom the Party is to be held must reside in Farthinghoe or Steane.
2. The booking must be made by the parents of this person.
3. A special deposit of £250 will be payable at the time of making the booking. This is to cover damage or other problems. The deposit will be repaid, less any such costs, if there are no reported problems. This will be by the Bookings Secretary in consultation with the Chairman.
4. Adequate adult supervision to a ratio of 5 adults to every 20 young persons must be provided. The adults must be present throughout the Party.
5. The event is to be held on an invitation-only basis.
6. It is a criminal offence for alcohol to be sold to young people (children) under 18 on Licenced Premises: it is also an offence for young people (children) to consume alcohol on Licenced Premises. The Hall is a Licenced Premises. Adults are not to purchase or bring in alcohol for young people (children) under 18. Failure to observe the law could put the Hall's licence at risk. Identification will be requested by bar staff. The management reserves the right to terminate the event if the provisions mentioned above are broken.
7. The event will finish at 11.00pm with all guests and organisers vacating the premises (including car park) by 12.00 midnight.

Parties for Children and Young People Ages 13 - 17

1. The person for whom the party is to be held must reside in Farthinghoe or Steane.
2. The booking must be made by the parents of this person. A deposit of £100 will be applied, returnable on the completion of the party without damage.
3. The parents – along with sufficient adults for adequate supervision – must be present throughout the party. Supervision includes arranging orderly departure.
4. The event must be held on an 'invitation to individuals' basis.
5. No alcohol is to be consumed. If any alcohol is found to be consumed or brought onto the premises by young people (children) the party will be terminated by the hall management so as to conform with legislation.
6. All such events will finish at 10.00pm at the latest.

Any special deposit will be refunded within 28 days of the termination of the period of hire, provided that no damage or loss has been caused to the premises and/or contents, nor complaints made to the Village Hall about noise or other disturbance during the period of the hiring as a result of the hiring.

These arrangements are kept under review. Hirers should be aware that if disorder occurs, prohibition of such events in the future is likely.