

Preston-on-Wye Village Hall

Standard Conditions of use and hire

Compliance with the Village Hall's booking conditions is essential and signing the booking form means the hirer must not be under 18 years of age, accepts responsibility for being in charge of, and on the premises at all times when the public are present, and for ensuring that all the conditions under this Agreement relating to the management and supervision of the premises are met. If the hirer is in any doubt about the meaning of the conditions below, please contact the Booking Secretary.

1. Supervision

During the period of the hiring, the hirer shall be responsible, along with their appointed stewards for supervision of the premises, both fabric and contents; their care safety from damage however slight or change of any sort; and the behaviour of all persons using the premises. The hirer shall make good or pay for all damages including accidental damage to the premises or to the fixture, fittings or contents and for loss of contents. Please notify the Booking Secretary.

2. Use of Premises

The Hiring Agreement constitutes permission only for the use of the premises and confers no tenancy or other right of occupation on the hirer. The hirer shall not use the premises for any other purpose other than that described in the hiring Agreement and shall not sub hire. The premises may not be used nor be allowed to be used for any unlawful purpose or in any unlawful way. Nor must anything be brought onto the premises, which may endanger them or render invalid any insurance policies.

3. Noise

The hirer shall ensure that the minimum of noise is made outside the Hall on arrival and departure, particularly late at night and early in the morning. Windows and doors should be kept closed during all evening functions.

4. Public safety Compliance and means of escape

The hirer shall comply with all conditions and regulations made in respect of the premises by the local authority, the licencing Authority and the Hall's risk assessment which is posted on the Hall's notice board in reception, 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 comply with the Hall's health and safety policy.

By signing the booking form, the hirer acknowledges that they have received instructions in the following matters (see compliance with fire regulations and the role of stewards);

- a) The action to be taken in the event of a fire. This includes calling the fire brigade and evacuating the Hall. The fire brigade shall be called to any outbreak of fire, however slight and the details given to the Booking Secretary.
- b) the location and use of fire equipment (including diagram of location when handing over the keys)
- c) Escape routes and the need to keep them clear.
- d) Method of operation of escape door fastenings
- e) Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.

In advance of any event, the hirer shall check the following items

- a) that all fire exits are unlocked and panic bolts in good working order

- b) that all escape routes are free from obstruction and can be safely used
- c) that any fire doors are not wedged open
- d) that exit signs are illuminated
- e) that there are no obvious fire hazards on the premises

An automatic mains failure-switching device operates the emergency lighting supply.

5. Safety to children and Compliance with the Children Act 1989

- a) Children Act 1989. The hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children's Act 1989, 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 Village Hall Management Committee with a copy of their CRB check and child protection policy on request.
- b) Use of the kitchen. The kitchen is a potentially hazardous equipment where hot surfaces, potential spillage of hot liquids, breakages of glass from low level shelves etc. all present risks.

It is the Hall's policy that children should not enter the room. All kitchen users are warned that children should not enter the kitchen, they can only do so under the supervision of a responsible adult and enter at their own and that adult's risk. The Village Hall accepts no responsibility or liability for any accidents or injury that may occur.

- c) Bouncy castles — no inflatable castles are permitted within or for outside use of the Village Hall. The Village Hall is not insured for this type of activity regardless of any third parties' insurances.
- d) Use of stage and stage steps - at no time must children be allowed to play on the stage or on the stage steps. They must not be allowed on the steps or the stage unless they are taking part in a staged performance.

6 Health and Hygiene

The hirer shall if preparing, serving or selling food ensure that all caterers hold a food Hygiene Certificate.

7 Heating

The thermostats are set and can be boosted by moving the thermostat. The thermostat in the foyer controls that area and the toilets. The thermostat by the left-hand meeting room controls the heating in the main hall.

8 Equipment brought into the premises

- a) electrical appliance safety. The hirer shall ensure that any electrical appliances brought by them for use on the premises shall be safe, in good working order and used in accordance with the Electricity at Work Regulations 1989
- b) The Village Hall disclaims all liability for loss or damage to any stored equipment or other property brought onto or left at the premises. All equipment and other property (other than stored equipment) must be removed at the end of each hiring, fees will be charged for each day, or part of a day at the appropriate rate until it is removed.

The Village Hall may use its discretion in any of the following circumstances.

- a) Failure by the hirer either to pay any charges due in respect of stored equipment or to remove it within 7 days after the agreed storage period has ended.
- b) Failure by the hirer to dispose of any property brought onto the premises for hiring. This may result in the Village Hall Management Committee disposing of any such item by sale or otherwise on such

terms and conditions as it thinks fit and charge the hirer any costs incurred in storing selling or otherwise, disposing of it .

9 .Licensable Activities

- a) PSRL the Village Hall hold a performing society rights licence, which permits the use of copyright music in any form, including live performances.
- b) 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.
- c) Dangerous and unsuitable performances. Performances involving danger to the public or of a sexually explicit nature shall not be given.

10. Drunk and disorderly behaviour and the supply of illegal drugs.

The hirer shall ensure that in order to avoid disturbing neighbours of the Hall and to avoid violent or criminal behaviour care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly conduct shall not be permitted either of the premises or in its immediate vicinity.

Alcohol shall not be served to any persons under or suspected to be under the age of 18, any person suspected of being drunk, under the influence of drugs or who behaving in a violent or disorderly way shall be asked to leave the premises. No illegal drugs may be brought onto the premises.

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 within 24 hours 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.

12 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 shall be erected without the consent of the Management Committee. No decorations are to be used near light or heating sources.

13 Animals

The hirer shall ensure that no animals (including birds) except guide dogs for the disabled are brought into the premises, other than for a special event agreed to by the Village Hall. No animals whatsoever are to be allowed in the kitchen.

14 No Alterations

No alterations or additions may be made to the premises. Prior written approval of the Booking Secretary needs to be given before the installation or attachment of any fixtures, placards, decorations or any other articles to any part of the premises. They will become the property of the Village Hall unless removed by the hirer who must make good to the satisfaction of the Village Hall and damage caused to the premises by such removal.

15 Car parking

The car does not belong to the Village Hall, parking is on the Village green and all cars are parked at the owner's risk.

16 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 by the Booking Secretary.

Tables and chairs are to be put away and stacked accordingly (see notice in the hall) the gas supply to the cooker turned off, the cooker and kitchen cleaned and the lights must be switched off. All refuse to be removed by the hirer

17 Cancellation

If the hirer wishes to cancel the booking before the date of the event and the Village Hall is unable to secure a replacement booking, the question of payment or the repayment of the fees shall be at the discretion of the Village Hall.

The Village Hall requires for use as a polling station

- a) The Village Hall Management Committee reasonably considering that such a hiring will lead to
 - (i) a breach of licencing conditions, or other legal or statutory requirements
 - (ii) Unlawful or unsuitable activities will take place at the premises because of this hiring
- b) The premises becoming unfit for the use intended by the hirer
- c) an emergency requiring the use of the premises as a shelter for victims of flooding, snowstorm fire explosion or those are 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 what so ever.

18 Insurance and indemnity

The hirer shall be liable for:

- (i) The cost of repairs of any damage (including accidental and malicious damage) done to any part of the premises including grounds and contents.
- (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
- (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 result of the use of the premises by the hirer and 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.

19 Disclaimer

The hirer acknowledges that the Village Hall does not accept responsibility for damage theft or loss of any property belonging to the hirer or the Village Hall employees or agents may cause its guests, except as. The hirer also acknowledges that the Village Hall shall not be liable for any unavailability or the premises arising from any failure of electricity water or other services or from any unforeseen circumstances that impede use of the premises

20 Failure to comply with conditions

The hirer agrees that the Village Hall may require the hirer to cease using and vacate the premises if the conditions of this Agreement are not complied with.