

# THE HIRER MUST KEEP AND READ THESE PAGES

## BOSBURY PARISH HALL – Standard Conditions of Hire

These standard conditions apply to all hiring of Bosbury Parish Hall. If the Hirer is in any doubt as to the meaning of the following, contact the Parish Hall Secretary or Booking Secretary as soon as possible. The term 'Parish Hall' means the Parish Hall Management Committee, the building itself is called 'the Hall' or 'the Premises'.

### 1. Age

The Hirer or Authorised Representative, being a person aged 18 or over, hereby accepts responsibility for being in charge of and on the Premises at all times when the public are present. Also 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 looking after the Premises, the building and contents keeping them safe from damage however slight or change of any sort; and be responsible for the behaviour of all persons using the Premises including proper supervision of car parking. 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 Hirer shall not use the Premises for any purpose other than that described in the Hiring Agreement and shall not sub-hire. The Hirer shall not use or allow the Premises to be used for any unlawful purpose. The Hirer shall not do anything or bring onto the Premises anything which may endanger the same and shall comply with the terms of the Premises Licence displayed in the entrance hall. Hall property shall not be taken out of the Premises unless agreed with the Parish Hall.

### 4. Gaming, Betting and Lotteries (which includes Raffles, Tombolas, Prize Draws)

The Hirer shall ensure that nothing is done at the Premises in contravention of the Gambling Act 2005. For licence details see [www.gamblingcommission.gov.uk](http://www.gamblingcommission.gov.uk). Lottery prizes may include alcohol, in sealed bottles/cans but not money prizes.

### 5. Licensable Activities

The Parish Hall Premises Licence is posted in the Hall entrance. The Parish Hall does NOT hold a recorded music licence, allowing the use of copyright music such as, record, CD, mp3, radio etc. because this is not needed for private events. At a public event, the Hirer must ensure they hold the relevant PPL and PRS for Music licences (see [www.ppluk.com](http://www.ppluk.com)).

### 6. Insurance and Indemnity

A. The Hirer shall 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 Parish Hall 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
3. all claims, losses, damages and costs made against or incurred by the Parish Hall 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 Parish Hall Management Committee against such liabilities.

B. The Parish Hall shall take out adequate insurance to insure the liabilities described in clause A1 above and may, at its discretion, in the case of non-commercial hirers, insure the liabilities described in clauses A2 and A3 above. The Parish Hall shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified members of the Parish Hall Management Committee, volunteers and Users 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 Parish Hall does not insure the liabilities described in sub-clauses A2 and A3 above, as with commercial hirers, 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 Parish Hall Secretary. Failure to produce such a policy and evidence of cover will render the hiring void and enable the Parish Hall Secretary to rehire the Premises to another Hirer. The Parish Hall is insured against any claims arising out of its own negligence.

D. Where the Hall demountable staging is being used, the safety of the installation shall be the Hirer's responsibility. Access routes on and off stage must comply with fire regulations.

### 7. Public Safety

The Hirer shall comply with all conditions and regulations made in respect of the Premises by the Local Authority, the Licensing Authority, the Parish Hall's Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, one at which alcohol is sold or provided or which is attended by children. The Hirer shall also comply with the Parish Hall's Health and Safety policy posted in the entrance hall.

A. The Hirer acknowledges that they have received instruction in the following matters:

- The action to be taken in event of fire. See paragraph 8.
- The location of escape routes and fire equipment shown on the Fire Emergency Plan posted around the Hall.

- The use of fire equipment (written on the equipment itself).
- Method of operation of fire exit doors.
- Location of the First Aid box in the kitchen.

B. In advance of any activity, whether regulated entertainment or not, the Hirer shall check the following items:

- That all fire exit push-bars are in working order.
- That all escape routes are free of obstruction and can be safely used.
- That all self-closing doors are not wedged open.
- That fire exit signs are illuminated at all times when the Hall is occupied.
- That there are no obvious fire hazards on the Premises.

## 8. Outbreak of Fire

In the event of a fire the Hirer shall:

- Call the Fire Brigade on 999 using the red emergency telephone in the entrance hall.
- Order and supervise the evacuation of the public and event personnel.
- If safe to do so, extinguish the fire and/or remove any flammable material.
- Provide the Parish Hall Secretary with all details of the incident at the earliest opportunity.

## 9. 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 and meat on the Premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The kitchen has a refrigerator and thermometer.

## 10. Smoking

The Hirer shall ensure that all hall users 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. When smoking outside, use the bin provided for cigarette ends.

## 11. Electrical Appliance Safety

The Hirer shall ensure that any electrical appliances or equipment brought by them to the Premises and used there shall be safe, in good working order, PAT tested if more than one year old and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Residual circuit breakers are recommended for use with most equipment.

## 12. 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 Parish Hall Committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

## 13. Accidents and dangerous occurrences

The Hirer must report all accidents involving injury to the public to a member of the Parish Hall Committee **as soon as possible** and complete the relevant section in the Parish Hall's accident book kept in the kitchen. Any failure of equipment belonging to the Parish Hall or brought in by the Hirer must also be reported **as soon as possible**. Certain types of serious accident or injury must be reported on a special form. The Parish Hall Secretary will give assistance in completing this form and can provide contact details. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

## 14. Flammable Substances and Naked Flames

Highly flammable liquids shall not be brought into the Premises, nor flammable materials such as hay or straw. No internal decorations of a combustible nature shall be put up without the consent of the Parish Hall. No decorations are to be put up near lights or heaters. Candles on tables may only be used if safely contained and not able to be knocked over or covered.

## 15. Sale of Alcohol

The Hire shall ensure that no alcohol or low-alcohol drink is sold or delivered to anyone under 18 years of age (a PASS proof-of-age card, photo driving licence or similar can be accepted as proof of age). An adult may purchase wine, beer or cider for someone aged 16 or over only for drinking with a table meal taken with an adult. No person under 18 years of age shall sell alcohol but may serve alcohol at meals if supervised. In addition, the person in charge must ensure that small measures are available to encourage responsible drinking including half-pint beer and lager glasses and 125ml wine glasses. Tap water shall be freely available. No alcohol is to be sold to anyone who appears to be drunk or who is buying for someone who appears drunk. 'Challenge 25' and 'Sale of Alcohol' signs must be displayed at the point of sale.

## 16. Drunk and disorderly behaviour and supply of illegal drugs

Drunk and disorderly behaviour shall not be permitted on the Premises or outside. 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. If they refuse the police shall be called for assistance, using the emergency telephone in the Hall entrance. No illegal drugs may be brought onto the Premises. If you suspect that anyone is taking or supplying drugs you must inform the police.

## 17. Animals

The Hirer shall ensure that only guide dogs or animals being controlled by a competent person are brought into the Premises, unless agreed in advance with the Parish Hall. No animals are to enter the kitchen at any time.

## **18. Child Protection**

The Hirer shall ensure that any activities for children under 8 years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable groups Act 2006 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 Hall Secretary with a copy of their CRB check and Child Protection Policy on request. 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. No alcoholic prizes shall be offered to those under the age of 18 at raffles.

## **19. Flyposting**

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 Parish 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. The sales organiser's name and address shall be prominently displayed.

## **22. 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. If using sound amplification equipment, the Hirer shall avoid causing a nuisance to village neighbours and comply with the Premises Licence conditions.

## **23. Stored Equipment**

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

- a) Failure by the Hirer either to pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended
- b) Failure by the Hirer to dispose of any property brought on to the Premises for the purposes of the hiring. This may result in the Parish Hall Management Committee disposing 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. Cancellation**

If the Hirer wishes to cancel the booking before the date of the event and the Parish 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 Parish Hall. The Parish 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 Parish Hall Committee reasonably considering that such hiring will lead to a breach of licensing conditions or other legal or statutory requirements, or that 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 Parish Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

## **26. End of hire**

The Hirer shall be responsible for leaving the Premises and surrounding area in a clean and tidy condition, doors and windows closed and any contents which have been temporarily removed from their usual positions properly replaced. Otherwise the Parish Hall shall be at liberty to make an additional charge. The Hirer shall ensure that all rubbish is bagged and removed from the Premises at the end of the hire period.

## **27. No alterations**

No alterations or additions may be made to the Premises nor may any fixtures be installed without the prior written approval of the Hall Committee. Any alteration or fixture, unless otherwise agreed, will become the property of the Parish Hall. Where subsequently removed, the Hirer must make good, to the satisfaction of the Parish Hall Management Committee, any damage caused to the Premises by such removal.

## **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.