

# Lamyatt Village Hall: Standard Conditions of Hire

(If the Hirer is in any doubt as to the meaning of the following, a booking representative should be consulted immediately).

**Parking guidance: the Hall has very limited parking. The grasscrete area at the hall can accommodate approximately 6 carefully parked cars on the approach slope, on the diagonal. An additional 3 cars can be parked in tandem on the level area adjacent to the hall entrance. These are suitable for those who need level access or for transferring items to the hall. The middle one is a designated disabled parking bay (see attached diagram). Access to the field gate must be kept clear at all times. Residents are encouraged to park at home. There is extra parking principally on the right hand side of the road leading up to the hall – drivers must ensure that there is no obstruction to through traffic including emergency vehicles and tractors.**

For the purposes of these conditions, the term HIRER shall mean an individual hirer or, where the hirer is an organisation, the authorised representative.

- 1. The Hirer** The Hirer must be at least 21 years of age, or 25 years of age for events where alcohol is to be served. The Hirer accepts responsibility for the premises and the behaviour of all attendees at all times during the period of hire, including the periods of arrival, departure and dispersal from the vicinity after the event.
- 2. Supervision & Responsibility** The Hirer undertakes to be present during the entire hire period and for ensuring that all conditions relating to management and supervision of the premises are met, including the care of the fabric and the contents, safety from damage however slight; or change of any sort to the premises and the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking so as to avoid obstruction of public roads or access to neighbouring properties. It is particularly important that the hirer ensures acceptable noise for evening and night time guest departures. Any events likely to attract a large number of car borne visitors will be required to supply satisfactory details of parking management and/or make separate off-site parking arrangements.
- 3. Occupancy** The Hirer agrees not to exceed the maximum permitted occupancy including organisers and performers. The maximum capacity for seated events is 75 and 120 for other events. Except in an emergency the premises are not to be occupied overnight.
- 4. Use of premises** The Hirer shall not use the premises for any purpose other than that described in the Hall 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 into the premises anything which may endanger the same or render invalid any insurance policies in respect thereof, nor allow the consumption of alcohol thereon without written permission.
- 5. Noise** The Hirer shall ensure that the level of noise emanating from the premises, or during periods of arrival, departure and dispersal, must not cause a nuisance or annoyance to neighbours or the wider village. Failure to comply with this Condition shall be deemed a major breach of the Hire Agreement. If sound amplification equipment is to be used, external doors and the window shutters at the front of the building should be kept closed.
- 6. Licensable activities** Lamyatt Village Hall holds a Performing Society Right Licence which permits the use of copyright music in any form. 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.
- 7. Alcohol** The Hirer shall be responsible for obtaining such additional licences as may be needed whether for the sale or supply of intoxicating liquor, and for the observance of same.
- 9. Drunk and disorderly behaviour** The Hirer shall ensure that excessive consumption of alcohol is avoided. Drunk and disorderly behaviour either on the premises or in its immediate vicinity will be considered a serious breach of these Conditions. Alcohol shall not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18. Bar staff must be vigilant for infringements. No illegal drugs may be brought onto the premises.
- 8. 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.
- 11. 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 Local Magistrates' Court or others, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children.
- 12. Fire Safety** A notice showing the action to be taken in the event of fire and the location of fire equipment and escape routes is displayed in the entrance to the premises. The Fire Service must be called immediately to any outbreak of fire, however small, and details reported as soon as possible to a Hall Booking Representative or member of the Village Hall Committee. PLEASE NOTE: SINCE LAMYATT VILLAGE HALL DOES NOT HAVE A TELEPHONE, WHILST ON THE PREMISES THE HIRER MUST BE IN POSSESSION OF A WORKING MOBILE PHONE WHICH RECEIVES A RELIABLE SIGNAL IN THE HALL. The Hirer shall, at the beginning of the Hire period, make him or herself aware of the fire evacuation procedure as displayed in the Hall, and of the location of all fire exits and extinguishers.

**13. Health and hygiene** The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.

**14. 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.

**15. Accidents and dangerous occurrences** The Hirer must report all accidents involving injury to the public to a Hall Booking Representative or member of the Village Hall Committee as soon as possible and complete the relevant section in the village hall's accident book. Any failure of equipment either belonging to the village hall or brought in by the Hirer must also be reported as soon as possible

The Hirer shall indemnify the Committee for the cost of repair of any damage done to any part of the property, 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.

**16. Explosives and flammable substances** The hirer shall ensure that highly flammable substances are not brought into the premises and that no internal decorations of a combustible nature shall be used without the consent of the Village Hall Committee. No decorations are to be put up near light fittings or heaters. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

**17. Children's events** 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 have access to the children

**18. 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.

**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. 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.

**20. Publicity and advertising** The Hirer shall not carry out any other form of unauthorised publicity or advertising 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. The promotion of any Lamyatt Village Hall event on social media must be done with prior agreement to ensure the proper control of the numbers and type of visitor. Failure to comply with this condition will entitle the Village Hall Committee to cancel a booking without the normal notice period stipulated in clause 23.

## **21. Insurance and indemnity**

### **(i) Non-commercial events**

- (a) The Hirer shall be liable for:
- (i) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises, including the yard and toilets, or the contents of the premises
  - (ii) all claims, losses, damages and costs made against or incurred by the Village Hall Committee, their representatives, 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 any storage of equipment) by the Hirer
  - (iii) all claims, losses, damages and costs made against or incurred by the Village Hall Committee, their representatives, 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.
- (b) The village hall shall take out adequate insurance to insure the liabilities described in sub-clause (a) above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (ii) and (iii) above. The village hall shall claim on its insurance for any liability of the Hirer, but the Hirer shall indemnify and keep indemnified each member of the Village Hall Committee and its representatives, volunteers, agents and invitees against (i) any insurance excess incurred and (ii) the difference between the amount of the liability and the monies received under the insurance policy.
- (c) where the village hall does not insure the liabilities described in sub-clauses (a)(ii) and (iii) above, 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 village hall secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the hall secretary to rehire the premises to another hirer.

The village hall is insured against any claims arising out of its own negligence.

**(ii) Commercial Events**

Commercial hirers are NOT covered for public liability on the village hall policy, so need to provide their own insurance if they require cover for injury to a third party person or property.

**22. Cancellation or refusal of Booking** The Village Hall has very limited parking and is maintained primarily for the benefit of residents of the parish, their family and friends.

The Committee reserves the absolute right to refuse a booking without notice or to cancel a booking, giving 7 days' notice to the Hirer if it feels that the use is not compatible with this purpose

If the Hirer wishes to cancel the booking within two weeks of the event, the refund of the hire fee shall be at the discretion of the Village Hall Committee.

The Village Hall Committee reserves the right to cancel any 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 Bye-election in which case the hirer shall be entitled to a refund of any deposit already paid
- (2) the Village Hall Committee reasonably considering that a hiring will lead to a breach of licensing conditions, or other legal or statutory requirements, or 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 or
- (4) the use of the premises as an emergency shelter.

In any such case the Committee will suggest alternative, more suitable, local venues if required. However in the event of the Hall or any part thereof being rendered unfit for the use for which it had been hired the Committee shall not be liable to the Hirer for any resulting direct or indirect loss or damage whatsoever.

**23. Storage** The village hall accepts no responsibility for any equipment or property brought on to or left at the premises. All such equipment and other property must be removed at the end of each hiring or storage fees may be charged until the same is removed. By prior arrangement and entirely at the owner's risk, agreed items may be left on the premises overnight following an evening event.

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

**25. End of hire** The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, removing all rubbish, bottles and the like resulting from the hiring in accordance with the agreed clean-up times, and any contents temporarily removed from their usual positions should be properly replaced, otherwise the village hall shall be at liberty to make an additional charge. On leaving the building, it must be properly locked and secured and the key should be returned to a Hall Booking Representative, or as otherwise directed. Failure to comply with any part of this Condition may result in a forfeit of part or all of the Security Deposit.

Signed by the Hirer, or Authorised Representative .....

Date .....