
PAUNTLEY VILLAGE HALL

Standard conditions of hire – NOVEMBER 2019

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 Hall Secretary or Booking Clerk should immediately 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. The Hirer shall make good or pay for all malicious damage to the premises, or to the fixtures, fittings or contents and for loss of content, caused by the Hirer or his/her invitees.

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 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 consumption of alcohol thereon without written permission.

4. 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.

5. Licensable activities

The Village Hall holds a Performing Rights Society Licence which permits the use of copyright music in any form, e.g. record, compact disc, tapes, radio, television or by performers in person. We do not have a television licence for watching live TV. Our premises licence covers the playing of music inside the hall but not outside. 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. **Please note that our premises licence does not include the sale of alcohol.**

6. Public safety compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, the 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 hall's health and safety policy.

(a) The Hirer acknowledges that they have received information on the following matters:

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall. Our Fire Risk Assessment is displayed in the hall.
 - The location and use of fire equipment.
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- 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.

Our Fire Safety Policy is displayed on the notice board in the hall.

7. Means of escape

All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.

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 secretary of the management committee.

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, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are provided with a refrigerator.

10. Electrical appliance safety

Our portable electrical appliances are tested annually. 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. Where a residual circuit breaker is provided the hirer **must** make use of it in the interests of public safety.

11. Insurance and indemnity

(a) The Hirer shall be liable for:

- (i) the cost of repair of any malicious damage done to any part of the premises including the curtilage thereof or the contents of the premises, caused by the Hirer or his/her invitees.
- (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, and
- (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 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-clauses (a)(i) above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (a) (ii) and (iii) above.

The village hall shall claim on its insurance for any liability of the Hirer hereunder but 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) any insurance excess incurred and (b) 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.

- (d) Certain activities are not covered by the village hall insurance policy, including inflatable play equipment, horse or pony riding and skateboarding, unless under the overall control of a professional supplier. Please enquire if you are unsure.

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, kept in 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 Incident Contact Centre. The Hall Secretary will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR). The Incident Contact Centre can be contacted in any of the following ways:

- Telephone: 0845 3009923
- Facsimile: 0845 3009924
- Website: www.riddor.gov.uk or via the HSE website: www.hse.gov.uk
- Post: Incident Contact Centre, Caerphilly Business Park, Caerphilly, CF83 3GG

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.

13. **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 will 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. 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.

16. Animals

The Hirer shall ensure that no animals (including birds) except assistance 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 village hall management committee with a copy of their CRB check and Child Protection Policy on request.

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. Failure to observe this condition may lead to prosecution by the local authority.

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. 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

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.

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 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 that the minimum of noise is made on arrival and departure, particularly 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.

The village 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 village 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. 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 Hall 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. 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. Dangerous and unsuitable performances

Performances involving danger to the public or of a sexually explicit nature shall not be given.

28. 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.

NOVEMBER 2019

PAUNTLEY VILLAGE HALL BRAND GREEN, REDMARLEY, GL19 3JD

Information sheet

Opening and Closing the village hall

The village hall keys are available from the key safe on the exterior wall of the hall, the code of which will be provided to you. After locking up, they must be returned there immediately or by agreement. Please telephone 01531 249276 or 01531 822315 in case of difficulty.

Please ensure that any outside caterers, contractors and bar staff are aware of the hire period and that they will not be able to enter before or leave after the hire period.

Guests are expected to vacate the premises within fifteen minutes of the end of a licensed period. After 11.00 p.m. on weekdays and 12 midnight on Fridays and Saturdays (unless the event is New Year's Eve), only those helping to clear up the village hall should be on the premises.

Safety

The village hall has a No Smoking Policy. Smoke alarms are fitted in the hall and kitchen.

In the event of a fire, the village hall should be evacuated in an orderly manner using the appropriate exits, and the Fire Brigade called by dialling 999. The exact location of the fire exit and fire extinguisher must be noted before the village hall is occupied and the manner of opening Fire Doors should be made known to your guests.

Please use the trolley provided for moving chairs and tables in order to avoid injury and to avoid damaging the wooden floor surface. Please stack chairs and tables in the storeroom if possible or, failing that, at the rear of the hall.

A first aid box is located in the kitchen.

Blind cords and chains can pose a risk for babies, young children and vulnerable people, who could injure or even strangle themselves on the hanging looped cords. As recommended by the British Blind and Shutter Association, our blinds are fitted with a cord/chain tensioning device to minimise potential risks. As an additional safety precaution you are advised to ensure that young children are not left unsupervised in the hall. Please also do not allow them to stand on the benches which run round the walls, as they may be able to reach the cords if they do so.

Location and Use of Fire Equipment for Hirers

Two water-based fire extinguishers are located in the main hall, and a CO2 extinguisher and fire blanket are located in the kitchen.

Garden Furniture

Garden furniture is stored in the shed.

Water

In an emergency, the water supply is turned off by the tap located on the right-hand wall of the gents' toilet cubicle.

Electricity and Heating

Electricity, with the exception of the lights throughout the hall, and the hand dryers in the toilets, is paid via the coin meter in the kitchen, which takes £1 coins. Line the slot up first before inserting coins, and make sure that the coins drop by turning the knob fully. The heating controls for the wall heaters are located above the light switches, and individual controls for the heaters by the side of each heater.

Please do not switch off the external front security light (the switch is located in the lobby at some height to prevent it being switched off in error). When it is dark, this light will remain for a period following departure from the hall, for safety purposes, before it turns off automatically.

Should the trip switch for the electricity be activated, the switches are located in the left-hand box on the far wall in the kitchen. Please do not overload sockets or bring unauthorised electrical equipment into the hall.

Hall Telephone

The village hall has no telephone. You are advised to have a fully charged mobile telephone for use in case of emergency. Please check there is coverage for your network.

Car Parking

The lane leading to the village hall is a public road and this must not be obstructed. The village hall car park will accommodate a good number of cars if sensibly parked.

Refuse and Recycling

Please remove the kitchen waste bin liner after use and place it in the black rubbish bin outside near the gate. More bin liners can be found in the box under the sink. Please use the recycling box in the kitchen for clean items for recycling – please see the box lid for details.

Consideration for Others

Please ask your guests to leave quietly at the close of your event. Car doors banging and loud talk in the car park are disturbing to local residents.

Please do not use drawing pins or cellotape on the walls or other surfaces. Use blu-tack if you need to put up notices or decorations and remove it carefully. Do not fix decorations near light fittings or heaters.

Please leave the village hall clean and tidy for the next user, and leave waste in the bin outside or take it home. In particular we ask you to ensure table tops are wiped clean before being stacked in the cupboard and that the kitchen and fridge are left clean and tidy.

Cleaning equipment is kept beneath the sink in the kitchen and a vacuum cleaner, brushes and floor mop are kept in the store room at the rear of the hall.

Faults/ Damage/ Comments

Please report any faults or damage to the booking secretary as soon as possible so that they can be rectified quickly. The Management Committee welcomes comments or observations that you may have about your hire of the village hall.

NOVEMBER 2019
