

Hire Conditions

These are as shown below in the Schedule of Conditions of Hire:

GREAT BROMLEY VILLAGE HALL **Registered Charity Number 301310** **SCHEDULE of CONDITIONS of HIRE (Edition 1 July 2005)**

These conditions apply to all hirings of the Hall. If the Hirer is in any doubt as to the meaning of the following, the Hall Secretary or Bookings Person should be consulted immediately.

1 Supervision

The Hirer shall, during the period of hiring, be responsible for supervision of the premises for the duration of the hire period; the fabric and the contents of the building including care, safety from damage however slight and change of any sort; the behaviour of all persons using the premises whatever their capacity; and proper supervision of car parking arrangements so as to avoid obstruction of the highway. As directed by the Hall Secretary, the Hirer shall make good or pay for all such damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

2 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 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 or allow the sale of alcohol thereon without written permission.

3 Licences

The Hirer shall be responsible for obtaining such licences as may be needed whether for the sale or supply of intoxicating liquor (an application for which licence cannot be made if the Village Hall prohibits the sale or consumption of alcohol), the Hirer should check with the Hall Secretary or Bookings Person that the Village Hall holds a licence with the Performing Right Society, should live entertainment be planned.

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 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 otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays.

6 Health and Hygiene

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

7 Electrical Appliance Safety

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe and in good working order, and used in a safe manner. All of our circuits are provided with residual circuit breakers; the hirer must make use of them in the interests of public safety.

8 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 and
- (b) All claims 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.

9 Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public during the period of hire to the Secretary of the Village Hall as soon as possible and complete the relevant section in the Village Hall's accident book. Any failure of equipment belonging to the Village Hall or that brought in by the Hirer must be reported as soon as possible. Certain types of accident or injury must be reported on a special form to the local authority. 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.

10 Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought onto 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.

11 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 have access to the children.

12 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 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.

13 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 price of all goods and services are prominently displayed, as shall be the organiser's name and address, and that any discounts offered are based on Manufacturers' Recommended Retail Prices.

14 Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the Village Hall is unable to arrange a replacement booking, the fee due or the repayment of the fee shall be at the discretion of the Village Hall Secretary or Bookings Person.

The Village Hall reserves the right to cancel any 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 consider that
 - (1) The hiring would result in a breach of licensing conditions, or other legal or statutory requirements, or
 - (2) Unlawful or unsuitable activities would take place at the premises as a result of the hiring.
- c) The premises becoming unfit for the use intended by the Hirer.

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.

15 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 with any contents temporarily removed from their usual positions properly replaced, otherwise the Village Hall shall be at liberty to make an additional charge.

16 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.

17 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 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 same rate as the original hire fee until the same is removed.

The Village Hall may, at its discretion in the circumstances below, implement the following measures:

- a) In respect of stored equipment and subsequent 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 and/or
- b) In respect of any other property brought on to the premises for the purposes of the hiring and the subsequent 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.

18 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 written approval of the Village Hall Secretary. Any alterations, fixture fitting or attachment so approved shall at the discretion of the Village Hall remain in the premises at the end of the hiring and become the property of the Village Hall or be removed by the Hirer who must make good to the satisfaction of the Village Hall any damage caused to the premises by such removal.

19 No Rights

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

20 Conditions of Licence

The Hirer is to comply with the conditions of the Public Entertainment Licence for the premises issued under the Local Government (Miscellaneous Provisions) Act 1982.

21 Responsibilities

The Hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge of and present on the premises at all times when the public are present and for ensuring that all conditions of the Public Entertainment Licence relating to management and supervision of the premises are met.

22 Instructions

The Hirer acknowledges that they have received instructions in the following matters:

- * The action to be taken in event of fire. This includes calling the fire brigade and evacuating the Village Hall.
- * The location and use of fire equipment (including location diagram).
- * 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 the fire.

23 Checklist

In advance of the entertainment or play the Hirer shall check the following items:

- * That all fire exits are unlocked and panic bolts are in good working order.
- * That all escape routes are free of obstruction and can be safely used.
- * That no fire doors are wedged open.
- * That exit signs are illuminated.
- * That there are no obvious fire hazards on the premises.

24 Attendants

There shall, in addition to the Hirer, be a minimum of 3 (three) competent attendants on duty on the premises to assist people entering and leaving, none of whom shall be less than 18 years of age. If most of the audience is under 16, the number of attendants shall not be less than 4 (four). All persons on duty shall have been instructed as to their essential responsibilities in the event of a fire or other emergencies, including attention to disabled persons, the location and use of fire fighting equipment available, how to call the fire brigade and evacuation procedures.

25 Capacity

The number of people on the premises shall not exceed 140 (one hundred and forty) for dancing or 220 (two hundred and twenty) seated for stage-based entertainment.

26 Means of Escape

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

27 Emergency lighting

The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole of the time the premises are occupied (automatic mains failure switching devices are fitted to the system).

28 Outbreaks of Fire

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Village Hall Secretary.

29 Dangerous Performances

Performances involving possible danger to the public are not allowed and shall not be given.

30 Explosives and Flammable Substances

Highly flammable substances shall not be brought into, or used in any part of the premises. In particular, fireworks and similar devices are absolutely prohibited.

31 Combustible internal decorations

No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Village Hall Management Committee.

32 Heating

No unauthorised heating appliances shall be used on the premises when open to the public without the consent of the Village Hall Management Committee. Portable Liquefied Petroleum Gas (LPG) heating appliances (Propane) shall not be used.

33 Hours of Opening

The premises shall not be used for public entertainment except between the hours of 12.00am (Noon) and 12.00pm (Midnight), Mondays to Saturdays, unless special permission has been issued by Tendring District Council and by the Village Hall Management Committee