

## ALBURY VILLAGE HALL Terms and Conditions of Hire



**Signature of this document is a condition of the hire of Albury Village Hall, and confirms that the hirer abides by the terms contained herein.**

### **1. General conditions:**

- a)** The Hirer shall, during the period of the hiring, be responsible for the 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 the car parking arrangements so as to avoid obstruction of the highway. 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.
- b)** The Hirer shall not use the premises for any purpose other than that for which hiring was agreed, and shall not sub-let 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.
- c)** The Hirer shall ensure that nothing is done on or in the premises in contravention of the law relating to gaming, betting and lotteries.

**2. Public Safety Compliance:** The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, Licensing Authority or otherwise, particularly in connection with any event which constitutes regulated entertainment, or at which alcohol is sold or provided or which is attended by children. The Hirer shall ensure that one responsible person, present at all times during the period of hiring, shall have knowledge of the procedures in case of fire.

**3. Fire Exits:** All means of escape from the premises must be kept free from obstruction and immediately available for exit. At the beginning of a period of hire, the Hirer must ensure this, and also ensure that fire doors are not wedged open, that there are no obvious fire hazards on the premises and that the exit signs are illuminated.

**4. Outbreaks of Fire:** the Fire Brigade shall be called to any outbreak of fire, however slight, and details shall be given to the Parish Council without delay.

**5. Explosives and Flammable Substances:** The Hirer shall ensure that flammable substances are not brought into or used in any part of the premises and that no internal decoration of a combustible nature is used or put up without the previous consent of the Parish Council. No decorations are to be put up near light fittings or heaters.

**6. Electrical Equipment:** The Hirer shall ensure that any electrical appliance brought by them to the premises and used there are safe, in good working order and used in a safe manner in accordance with the Electricity at Work Regulations 1989. All electrical equipment must be PAT tested. No unauthorised heating appliances should be used on the premises without the consent of the Clerk.

7. **Accidents:** The Hirer must report all accidents involving injury to the public to the Parish Council as soon as possible and complete the relevant section in the Hall's accident book (kept in the drawer in the kitchen with the first aid kit).

8. **Drunk and Disorderly Behaviour and Supply of Illegal drugs:** the Hirer shall ensure that in order to avoid disturbing neighbours of the Village Hall and to avoid violent or criminal behaviour, care is taken to avoid excessive consumption of alcohol. Alcohol shall not be served to any person suspected of being drunk, or to any person under the age of 18, Any person suspected of being under the influence of drink or 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.

9. **Food Hygiene:** The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular, dairy products, vegetable and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations.

10. **Sales:** 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.

11. **Noise:** the hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night. The hirer shall, of using sound amplification equipment, ensure that the noise is not excessive, and that the equipment is not used after 11pm.

12. **Use of Kitchen:** the hire includes the use of furniture, cooker, water boiler, fridge and microwave. There is a limited amount of crockery and cutlery available, and it is the responsibility of the hirer to ensure that s/he has sufficient for their purpose.

13. **Smoking policy:** no smoking is allowed on the premises, or the steps outside the hall. The hirer must ensure that any smoking debris in the vicinity is cleared away.

14. **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 by the Parish Council. No animals are to enter the kitchen at any time.

15. **Regulated entertainment:** The hall is licenses for the following regulated entertainment, any other activity may require a Temporary Event Notice, the obtaining of which is the responsibility of the hirer: performance of plays, live music, recorded music, dance, other similar entertainment; provision of music facilities, dance facilities.

16. **Compliance with the Children Act 1989:** The Hirer shall ensure that any activities for children under 8 years of age comply with the provisions of the Children Act 1989 and that only fit and proper persons have access to the children. The Hirer shall provide the Parish Council with a copy of their Child Protection Policy.

17. **Stored Equipment:** The Parish Council accepts no responsibility for any stored equipment or other property brought onto 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 each day until the same is removed.

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 prior written approval of the Parish Council. Any alterations, fixture or attachment so approved shall, at the discretion of the Parish Council, remain in the premises at the end of the hiring. It will become the property of the Parish Council unless removed by the hirer, who must make good to the satisfaction of the Parish Council any damage caused to the premises by such removal.

19. **Fly Posting:** the Hirers 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 Council accordingly against all actions, claims and proceedings arising from any breach of this condition.

20. **Indemnity:** The Hirer shall indemnify and keep indemnified each member of the Parish Council and the Village Hall's employees, volunteers, agents and invitees against:

- the cost of repair of any damage done to any part of the premises including the exterior, grounds and car park
- all claims, losses, damage and costs in respect of damage or loss of property or injury arising as a result of the use of the premises (including the storage of equipment)
- all claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to a third party arising from or as a result of the use of the premises by the Hirer

21. **End of Hire:** The hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition. Chairs and tables are to be stacked in the designated places. It is the responsibility of the hirer to remove any rubbish from the site. The Parish Council reserve the right to make an additional charge if these conditions are not complied with.

22. **No rights:** the Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other rights of occupation on the Hirer.

23. **Refundable deposit:** where the hall is to be used for a party, a refundable deposit of £25 will be charged on hiring, to be returned when the premises are confirmed to be clean and in order and full hire fee has been received.

24. **Cancellation:** fourteen days notice of a cancellation is to be given in writing in order to receive a refund, except in exceptional circumstances, at the discretion of the Clerk. The Parish Council reserves the right to cancel any hiring by written notice to the hirer in the event of:

- The premises being required for use as a polling station for a Parliamentary or Local Government election or by-election.
- The Parish Council reasonably considers that either (i) such hiring will lead to a breach of hiring conditions or other legal or statutory requirements or (ii) unlawful or unsuitable activities will take place on the premises as a result of this hiring.
- The premises become unfit for the use intended by the Hirer
- An emergency requires the use of the premises as a shelter for the victims of an emergency, such as flooding, storm, the results of war or terrorism, or any other emergency.
- In any such case the hirer shall be entitled to a full refund of any money already paid, but the Parish Council shall not be liable to the Hirer for any resulting direct or indirect loss or damages.

25: Thirty days notice is required to terminate a regular booking. Failure to give notice will result in forfeiture of the refundable deposit in lieu of notice

***I confirm that I have read these terms and conditions and agree to comply with the stipulations stated therein. I enclose my deposit cheque in the sum of £25, together with full payment of the hire fee.***

***Signed:..... Date: .....***

***Address: .....***