

WYBOSTON, CHAWSTON & COLEDEN VILLAGE HALL

Please read ALL the following Policies, Procedures & Information about the Hall, before signing the Hire Agreement Form: Safeguarding, GDPR, H&S, First Aid

Standard Terms and Conditions of Hire

These standard conditions apply to all hiring of Wyboston, Chawston & Colesden Village Hall (hereinafter known as "WCCVHC"). If the Hirer is in any doubt as to the meaning of the following, the Letting Officer should be consulted.

It is hereby agreed that the Standard Conditions of Hire and any additional conditions that the WCCVHC deem necessary shall form part of the terms of this Hiring Agreement unless specifically excluded by arrangement in writing between the WCCVHC and the Hirer.

- 1. Rights of Access** The Hirer agrees that a member of the WCCVHC, or their authorised representative(s), have right of access to all parts of the Hall at all times, including during any periods of hire.
- 2. Village Hall premises** In consideration of the hire fee described on the signed booking form, WCCVHC agrees to permit the Hirer to use those parts of the premises for the purpose described and for the period indicated on the booking form. The Hiring Agreement confers no tenancy or other right of occupation on the Hirer. No children's play area is provided at the WCC Village Hall.
- 3. Limitation of Numbers** The Hirer agrees not to exceed the number of people specified on the Booking Form.
- 4. Duration of Hire** The hours of hiring must include time for preparing the hall for the event and for clearing up afterwards.
- 5. 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.
- 6. Supervision** The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises, the fabric and the contents; 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. As directed by the Booking Officer, 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.
- 7. 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 permission.
- 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.
- 9. Licences** The Hirer is responsible for obtaining any necessary Premises or Temporary Events Notice licences.

WYBOSTON, CHAWSTON & COLEDEN VILLAGE HALL

10. Public safety compliance The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority and the Licensing Authority, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children. No inflatables are allowed on the premises. The hirer shall also comply with the WCCVHC Health & Safety Policy*. (a) The Hirer acknowledges that they have received instruction in the following matters: The action to be taken in event of fire; this includes calling the Fire Brigade and evacuating the hall and the location and use of fire equipment. • 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 Village Hall Representative 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 there are no obvious fire hazards on the premises.

11. Dangerous and unsuitable performances Performances involving danger to the public, or of a sexually explicit nature, are strictly prohibited by the WCCVHC.

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

13. Outbreaks of fire The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Chairperson of the WCCVHC.

14. 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 hall has a refrigerator in both kitchens.

15. 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 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.

16. Insurance and indemnity The Hirer shall be liable for the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the fabric thereof or the contents of the premises.

17. Accidents and dangerous occurrences The Hirer must report all accidents involving injury to the public to a member of WCCVHC **as soon as possible** and complete the relevant section in the Village Hall's accident book which can be found in the kitchen of the main hall. Any failure of equipment belonging to the WCCVHC, or brought in by the Hirer, must also be reported **as soon as possible** to the Letting Officer. Certain types of accident or injury must be reported on a special form to the local authority and the Letting Officer will give assistance in completing this form. This requirement is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

18. 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.

(b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the WCCVHC. No decorations are to be put up near light fittings or heaters.

19. 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 WCCVHC. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used. Oil filled radiators are installed in both the Main Hall and Committee Room and the Hirer is requested that they reposition the thermostat to the 'frost' setting on each radiator prior to leaving the building.

20. 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 shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk or 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.

21. 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 WCCVHC. No animals whatsoever are to enter the kitchen at any time.

WYBOSTON, CHAWSTON & COLESDEN VILLAGE HALL

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

23. 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. Further detail can be found in **The Village Hall Information Sheet 34, Sale of goods** obtainable from the Bedfordshire Rural Communities Charity.

24. Cancellation This cancellation policy applies to regular and new bookings. Cancellation of the hire must be sent in writing to reach the Letting Officer, no later than 7 days before the date of the event. If written cancellation is not received by the Letting Officer for any reason by that date, the Hirer shall still be liable as follows: No written notice received between 7 - 0 days before the event, the Hirer is liable for 100% of the total cost of the hire. WCCVHC reserves the right to cancel this Hire Agreement 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) WCCVHC 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 the premises becoming unfit for the use intended by the Hirer (c) 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 WCCVHC shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

25. End of hire The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition. The cleaning is to include the emptying of all the bins (including the nappy bin) to the large outside bin. Failure to do this to the required standard will result in the Hirer being charged the cost of employing others to clean the hall, and if smoking has been detected, then the Hirer will be charged for a deep clean. The Hirer to ensure the premises is properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the WCCVHC shall be at liberty to make an additional charge. The Hirer is requested that they reposition the thermostat to the 'frost' setting on each radiator prior to leaving the building.

26. 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.

27. Stored equipment WCCVHC 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. WCCVHC 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 WCCVHC 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.

28. 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 Lettings Officer. Any alteration, fixture, fitting or attachment so approved shall, at the discretion of WCCVHC, remain in the premises at the end of the hiring. It will become the property of WCCVHC unless removed by the Hirer, who must make good to the satisfaction of WCCVHC any damage caused to the premises by such removal. NB: *A copy of the WCCVHC Health & Safety Policy, Safeguarding Policy and Complaints Procedure is available for inspection on request. These policy documents are located on the information shelf in the main kitchen.