

# STANDARD HALL CONDITIONS OF HIRE

## 1) Understanding the Standard Hall Conditions of Hire

It is the responsibility of the Hirer(s) to read, understand and comply with these Standard Hall Conditions of Hire.

## 2) Statement of Purpose and Supervision of Hire

The Hirer(s) shall enter a clear and unambiguous statement of the purpose of hire on the Hire Agreement Booking Form before signing it, or provide any clarification necessary as an additional statement in writing to the Booking Secretary.

The Hirer(s) shall appoint a sufficient number of competent persons (Stewards), who must be aged eighteen or over, to provide adequate supervision throughout the Hire to ensure the provisions and stipulations referred to in the Standard Hall Conditions of Hire, and any applicable licences, are complied with.

The Hirer(s) is responsible for ensuring that both he/she and the Stewards understand the Fire Evacuation Plan shown at the end of this document and know the Assembly Points in the event of a fire. These procedures are detailed on notices exhibited near the main entrance doors.

## 3) Hirer(s) Responsibilities

The Hirer(s) is responsible during the whole period of the hire for making sure that:

- a) The number of people using the Hall is not more than permitted by law, namely:
  1. General Use 200
  2. Seated for a Meal 150 (without a stage)
  3. Theatre Layout 150 (inclusive of performers if they are seated)
- b) The main entrance lobby front door must be kept unlocked at all times when people are in the building.
- c) The Hirer shall make themselves fully aware of the fire exits and assembly points for the building such that they can safely direct their attendees in the case of an incident - see para 19) Fire Evacuation Plan.
- d) The use of the premises i.e. the building, its fabric and contents, its access, car parks and surrounding land is fully supervised to keep the premises safe from damage or change of any sort.
- e) All guests, clients or employees of the Hirer(s) shall consider and respect the requirements of all other persons using the premises.
- f) Car parking arrangements are controlled to avoid obstruction of the highway and access road.
- g) Any electrical appliances brought on to the premises have a current PAT certificate and must be used in a safe manner. For use of electrical equipment outside the Hall see para 12) below.
- h) The time booked for their event shall allow for and include all the time required to set up the event and clear away afterwards in full accordance with para 5) below.

## 4) Limitations of Use

The Hirer(s) is responsible during the whole period of the hire for making sure that:

- a) The premises are not sub-hired or used for any purposes other than that described on the Hire Agreement Booking Form.
- b) The premises are not used by the Hirer(s) or anyone else for any unlawful purpose or in any unlawful way.
- c) No birds or animals (except guide dogs) are brought into the building without written permission from the Hall Committee.
- d) Only the Hirer(s), or his nominated person, has access to the balcony area for the purposes of using the sound and lighting equipment there. No other member of the public is to be allowed into this area, and under no circumstances whatsoever is any individual under the age of eighteen years to be allowed access.
- e) No animals or children whatsoever enter the kitchen or kitchen area at any time.
- f) Nothing that may endanger the premises is brought on to the premises.
- g) No action is allowed that may render the Hall's insurance cover invalid.
- h) No drugs are brought onto the premises and no smoking takes place in the building.
- i) No LP gas appliances or other highly flammable substances are brought onto the premises. (Approved portable catering units operated by professional caterers may be allowed, but only by prior agreement with the Hall committee).

## 5) Setting up and Reinstating

The Hirer(s) is responsible for setting up the Hall to their requirements at the beginning of the Hire and for reinstating the Hall at the end of the Hire and for making sure:

- a) That nothing whatsoever is stuck to the Hall floor.
- b) That no tripping hazards e. g. cables, wiring etc are situated where they could endanger the public.
- c) That no fire exits are obstructed - see para 19) Fire Evacuation Plan.

- d) That they provide their own rubbish bags and cleaning materials e. g. washing up liquid and cloths, drying cloths, kitchen rolls, towels etc.
- e) That everything is left clean and tidy with no food left in the refrigerator, kitchen or elsewhere in the Hall and that all rubbish is completely removed from the premises.
- f) That all equipment, chairs and tables have been returned to storage positions tidily with chairs stacked no more than 5 chairs high. NB: DO NOT drag chairs across the Hall floor or take Hall chairs outside.
- g) That the premises are cleared of people and that all lights and ventilation fans are switched off.
- h) That the Hirer(s) or his representative does not leave the building at the end of hire until it has been locked and alarmed either by the Hirer or (by prior arrangement) by a Hall Committee member.

#### **6) Supply and Consumption of Alcohol**

Only alcohol purchased from the bar in the Hall or the adjacent Club may be consumed on the premises. Any Hirer(s) wishing to bring alcohol onto the premises for their private function (e. g. champagne for a wedding or similar) must pay a corkage fee. It is the responsibility of the Hirer to discuss all bar requirements with the Village Club management by advance email at [villageclub@farringtongurneyvillagehall.org](mailto:villageclub@farringtongurneyvillagehall.org)

#### **7) Compliance with The Children Act of 1989**

The Hirer(s) shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and relevant succeeding legislation. Any activity for all children must be operated in accordance with guidelines for the relevant activities, with only fit and properly authorised persons having access to the children (see separate document - Safeguarding Conditions of Hire).

#### **8) Compliance with other Relevant Legislation**

The Hirer(s) must make sure that all individuals using the Hall under this hire agreement:

- a) Do not contravene the law relating to gaming, betting and lotteries.
- b) Comply with all conditions and regulations required by the Premises Licensing Act particularly in connection with events which include public dancing or music, stage plays, films or similar entertainment.
- c) Possess a Food Hygiene Certificate and understand the requirements of handling food if preparing, serving or selling food.
- d) Comply with Fair-Trade Laws if selling goods on the premises and any code of practice used in connection with such sales in particular must ensure that the total prices of all goods and services and the organiser's name and address are prominently displayed.

#### **9) Insurance and Public Liability**

The Memorial Hall is insured against all claims arising out of its own negligence and its Public Liability Cover extends to cover non-profit making i.e. non-commercial hirers (NB: this does not cover bouncy castles or other inflatable devices, fireworks, sponsored walks, rides or similar events). Items stored by the Hirer(s) in the building are not insured except by prior arrangement with the Memorial Hall and confirmed in writing.

Commercial Hirer(s) shall take out adequate insurance for the Hirer(s) and members of the Hirer(s) organisation and invitees against all claims arising as a result of the hire and on demand shall produce the policy and current receipt or other evidence to the Booking Secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the Booking Secretary to rehire the premises to another Hirer.

Commercial Hirer(s) shall indemnify and keep indemnified each member of the Memorial Hall Management Committee and the Hall 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.
- b) All actions, claims and costs of proceedings arising from any breach of the Standard Hall Conditions of Hire.
- c) All claims in respect of damages, including damage for loss of property or injury to persons arising as a result of the use of the premises (including storage of equipment) by the Hirer(s).
- d) The costs to make good or pay for all damage to the premises or to the fixtures, fittings or contents and for loss of contents.

#### **10) Accidents and Dangerous Occurrences**

The Hirer(s) must report all accidents, dangerous incidents and significant near misses occurring on the premises to an authorised representative of the Memorial Hall as soon as possible and provide relevant details in the Hall's Accident Book which is located behind the lobby counter.

Any failure or malfunction of equipment or fittings belonging to the Hall must also be reported to an authorised representative of the Memorial Hall as soon as possible.

### **11) Storage of equipment**

The Memorial Hall 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 or other property, other than that stored on the premises by prior agreement, must be removed at the end of each hiring or storage period. The balcony area may not be used for the storage of any equipment covered by this clause.

In the event that stored items are not removed by the agreed time, the Memorial Hall may dispose of any such items 7 days thereafter at its discretion, by sale or otherwise, and on such terms and conditions as it deems fit, and charge the Hirer daily storage fees and costs incurred in storing, selling or otherwise disposing of the items.

### **12) External Electrical Supply and use of electrical equipment**

A 240V external electrical supply for domestic-type equipment can be provided, and if needed, must be requested when booking. This supply, via an external electrical distribution box, can provide mains electrical power to small domestic appliances on the patio and playing field immediately adjacent the East elevation of the hall.

The external electrical supply connection facility consists of a maximum of 4 x16A round waterproof blue sockets via a waterproof distribution-box positioned on the patio. It is the responsibility of the hirer(s) to provide waterproof 16A extension leads as required for the intended function and only low power domestic type 230/240V appliances (e. g. temporary lighting, kettles, small water heaters etc) are to be connected. The hirer(s) must ensure that electrical load on individual connectors does not exceed 16A and that the total connected load does not exceed 64A.

All leads and appliances connected to the hall external supply must be in-date PAT tested and proof of PAT testing certification will be required before any such equipment can be connected. If in doubt regarding the suitability of Hall supply for your external requirement please discuss with the Hall technical representative before booking. High power external professional electrical equipment supply cannot routinely be provided. Please note that there is an additional hire charge for provision of the domestic external power supply - see and complete the top copy of the Hire Agreement Booking Form.

### **13) No Alterations**

No alterations or additions may be made to the premises. No fixtures, placards or decorations are to be installed and no other articles may be attached in any way to any part of the premises without the prior written approval of the Memorial Hall. Any alteration, fixture, fitting or attachment so approved shall, at the discretion of the Memorial Hall, either remain in the premises at the end of the hiring and become the property of the Memorial Hall, or be removed by the Hirer(s). The Hirer(s) must make good to the satisfaction of the Memorial Hall any damage caused to the premises by such removal.

### **14) Continuing Hires**

Once a regular weekly Hirer(s) or a village organisation represented on the Committee of the Memorial Hall has signed a Hire Agreement, subsequent use of the same facilities for the same purpose(s) will be deemed to be governed by that Hire Agreement, notwithstanding that the dates or times of use have not been inserted appropriately on the Hire Agreement Booking Form. The Memorial Hall reserves the right to give notice that specific hire dates otherwise considered booked will not be available in order to accommodate the special requirements of other Hirers from time to time. The Hirer(s) may give notice that no hire is required for specific dates within the continuance. All notices to be made in writing at least three weeks in advance.

### **15) General Data Protection Regulation (GDPR) and Website Diary Entries**

The data required to process Hall bookings is collected manually on the paper Hire Agreement Booking Form and is not retained online other than for the purposes of website diary date entries.

Commercial Hirers and Hirers organising public events shall consent to their booking being displayed on the FGMH website diary which enjoys public visibility. Private bookings will be displayed on the website diary as 'Private Function' with no details provided.

The paper Hire Agreement Booking Form is retained by the Booking Secretary until after the event has taken place and been paid for and is thereafter destroyed.

**16) Cancellation by the Hirer**

If the Hirer(s) cancels the booking before the date of the event and the Memorial Hall is unable to achieve a replacement booking, the Memorial Hall may, at its discretion, withhold the deposit or a proportion of the full booking cost already paid.

**17) Cancellation by the Memorial Hall**

The Memorial Hall committee reserves the right to cancel a hiring by written notice to the Hirer(s) if it is considered that:

- a) The hiring will lead to a breach of the provisions of the licensing conditions, or other legal statutory requirements.
- b) Unlawful or unsuitable activities may take place at the premises as a result of the hiring.
- c) The premises have become unfit for the use intended by the Hirer(s).
- d) The premises are required for use as a Polling Station for a Parliamentary or Local Government election or for a referendum.

**18) Restriction of the Benefit of the Hire Agreement**

None of the provisions of this Hire Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Hire Agreement. The Hire Agreement constitutes permission only to use the premises and confers no tenancy or right of occupation on the Hirer(s).

**19) Fire Evacuation Plan and Assembly Points**

