

# STANDARD CONDITIONS OF HIRE

## FARRINGTON GURNEY MEMORIAL HALL

### 1) Understanding the Standard Conditions of Hire

It is the responsibility of the Hirer(s) to understand and comply with these Standard 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 and provide any clarification necessary as an additional statement 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 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	160
2. Seated for a Meal	140 (without a stage)
3. Theatre Layout	180 (inclusive of performers)
4. Child's party with Bouncy Castle etc.	120
- b) The main entrance lobby front door is kept unlocked at all times when people are in the building. The front door is a double door. Access to the building is via the right-hand door (i.e. the right-hand door when stood outside in the car park looking into the Hall lobby). The left-hand door is a fire door. It can only be opened from inside the building and it should only be opened in the event of an emergency using the push-bar mechanism. Unnecessary opening of the fire door will seriously impede the hirer's ability to lock the building at the end of the hire. If the fire door is opened during a hire the hirer may need the attendance of a Hall Committee member to close & reset the fire door correctly.
- c) They are fully aware of the fire exits and assembly points for the building as they are fully responsible for safely directing their attendees in the event of an incident - see para 19) Fire Evacuation Plan.
- d) The premises i.e. the building, its fixtures and fittings and its contents and its access, car parks and surrounding land, are fully supervised to keep them safe from damage or change of any sort.
- e) All guests, clients or employees of the Hirer(s) fully comply with the need to 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) All electrical appliances brought onto the premises have current PAT certificates and are used in a safe manner and that if in doubt clarification is sought from the Booking Secretary (07742 763581). For use of electrical equipment outside the Hall see para 12) below.
- h) The time booked for their event allows for and includes 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 consultation and permission from the Booking Secretary.
- d) Only the Hirer(s), or their nominated person, has access to the balcony area for the purpose 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 at any time.
- f) Nothing that may endanger the premises is brought onto the premises.
- h) No drugs are brought onto the premises and that no smoking takes place in the building.
- i) No LP gas appliances or other highly flammable substances including wax candles or any other naked flames are brought onto the premises. (Approved portable catering units operated by professional caterers may be allowed, but only by prior agreement with the Booking Secretary).

## 5) Setting up and Reinstating

The Hirer(s) is responsible for:

- a) Setting up the Hall to their requirements at the beginning of the Hire and for reinstating the Hall at the end of the Hire.
- b) Ensuring that nothing whatsoever is stuck to the Hall floor or walls.
- c) Ensuring that only essential lighting is switched on, noting that normal daylight luminosity is achieved by switching just two of the eight ceiling lights on in the main Hall. All eight ceiling lights should never be switched on unless special sporting events require this intensity of light e.g. county-level badminton matches. All lights & ventilation fans must be switched off at the end of the hire.
- d) Ensuring that no tripping hazards e. g. cables, wiring etc are situated where they could endanger the public.
- e) Ensuring that no fire exits are obstructed - see para 19) Fire Evacuation Plan.
- f) Ensuring the provision of their own rubbish bags and cleaning materials e. g. washing up liquid, dish cloths, drying cloths, kitchen rolls, towels etc.
- g) Ensuring that the Hall 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 and taken home.
- h) Ensuring 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 - use the chair trolley provided and DO NOT take Hall chairs outside.
- i) Ensuring that the premises are cleared of people and that all lights and ventilation fans are switched off.
- j) Ensuring that under no circumstances is the Hall left unlocked and unattended and that at the end of the hire the building is locked either by the Hirer or (by prior arrangement) by a Hall Committee member.

## 6) Supply and Consumption of Alcohol and beverages

Private alcohol and certain other beverages must not be brought onto the premises unless a corkage fee has been discussed & agreed with the management of the Village Club. It is the responsibility of the Hirer to discuss all bar requirements with the management of the Village Club by emailing [villageclub@farringtongurneyvillagehall.org](mailto:villageclub@farringtongurneyvillagehall.org)

## 7) Safeguarding Policy

The Hirer(s) must comply with the requirements of their own Safeguarding Policy, a copy of which must be provided to the Booking Secretary. If this is not provided the Hall Safeguarding Policy will apply and must be complied with, a copy of which can be found at [www.farringtongurneyvillagehall.org](http://www.farringtongurneyvillagehall.org)

## 8) Compliance with other Legislation

The Hirer(s) is responsible for:

- a) Ensuring that all individuals using the Hall under this hire agreement comply with the law relating to gaming, betting and lotteries.
- b) Ensuring compliance 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) Ensuring that if food is prepared and served to the public during the period of hire then an individual in possession of a Food Hygiene Certificate who understands the requirements of handling food when preparing, serving or selling it, is in overall control of the proceedings.
- d) Compliance with Fair-Trade Laws if selling goods on the premises. Any code of practice used in connection with such sales must ensure that the total prices of all goods and services and the organiser's name and address are prominently displayed.
- e) Ensuring compliance with any other legislation that may be applicable to the activities of the Hirer.

## 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 Hirers i.e. non-commercial Hirers. This insurance and Public Liability Cover does not however include bouncy castles or other inflatable devices, use of fireworks, sponsored walks, rides or other similar events.

Items can only be stored in the building by prior arrangement with the Booking Secretary. Items stored are not insured and are left in the building at the Hirer's risk. Stored items must comply with the Standard Conditions of Hire.

Commercial Hirer(s) must arrange adequate insurance for themselves, the members of their organisation and their invitees and accept liability for all claims arising as a result of their hire.

Commercial Hirer(s) must 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 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 Hall lobby counter. (Contact details of authorised Memorial Hall representatives can be found on the Hall foyer noticeboard).

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 end of the hire, the Memorial Hall may dispose of such items seven 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 to the Patio and Playing Field can be provided but 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 16A 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 (3.5KW) and that the total connected external load does not exceed 63A (14KW).

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 when 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.

**NB: Domestic extension leads MUST NOT under any circumstances be trailed from outside through the fire exits and connected to internal sockets.**

#### **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 prior consultation and approval from the Booking Secretary. 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 Hirer(s) or a village organisation represented on the Management Committee of the Memorial Hall has signed a Hire Agreement Booking Form, 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 by the Booking Secretary via mobile phone (07742 763581), the Hire Agreement Booking Form, email [bookings@farringtongurneyvillagehall.org](mailto:bookings@farringtongurneyvillagehall.org) and the website diary [www.farringtongurneyvillagehall.org](http://www.farringtongurneyvillagehall.org) Data is not retained online other than for the purposes of website diary date entries and for other bookings data is retained until payment has been received and the booked event has occurred. Commercial Hirers and Hirers organising public events must consent to their booking being displayed in full on the FGMH website diary which enjoys public visibility. Private bookings are displayed on the website diary as 'Private Function' with no details provided.

**16) Booking and Cancellation Policy**

Hirers must pay a minimum of 10% deposit at the time of booking or the full fee. Dates cannot be considered reserved until the deposit or the full amount has been received. Any outstanding balance must be paid no later than 2 weeks before the booked event.

If the Hirer(s) cancels the booking the deposit or a proportion of the full booking cost may be withheld subject to the discretion the Memorial Hall committee.

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, outside the scope of the governance document of the Memorial Hall, would 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.

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

**Football Pitch Assembly Point**

