

BURNHAM ON CROUCH VILLAGE HALL STANDARD CONDITIONS OF HIRE

These standard conditions apply to all hiring of Burnham on Crouch Village Hall. If the hirer is in any doubt as to the meaning of the following, please contact the chairman, Jeff Abbott (01621 782872).

1. Supervision

The hirer shall, during the period of the hiring, be responsible for: 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 car parking arrangements so as to avoid obstruction of the highway. As directed by the management committee, 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.

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 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 written permission.

3. 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.

4. Licences

The hirer shall ensure that the Burnham on Crouch Village Hall holds a Performing Society Rights Licence which permits the use of copyright music in any form eg, record, compact disc, tapes, radio, television or by performers in person and a Phonographic Performance Licence for the playing of recorded music. If other licences are required in respect of any activity in Burnham on Crouch Village Hall the hirer should ensure that they hold the relevant licence or the Burnham on Crouch Village Hall holds it.

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 and the Licensing Authority or otherwise, particularly in connection with any event which constitutes regulated entertainment at which alcohol is sold or provided or which is attended by children.

- (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.
 - 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 hirer 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 exit signs are illuminated.
 - That there are no obvious fire hazards on the premises.

6. Means of Escape

- (a) The Entrance Hall and all means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit when the hall is hired and in use.
- (b) The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

7. Outbreaks of Fire

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the secretary of the management committee.

8. Use of Kitchen and Health and Hygiene

These premises are not licensed for the preparation of food nor are they provided with a refrigerator or thermometer.

The hirer shall ensure that kitchen doors remain unlocked when the hall is hired and in use.

The hirer shall ensure that all sharp implements are stored in a locked drawer or cupboard after use.

9. Electrical Appliance Safety

- (a) 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. The hirer shall also ensure that any electrical appliances brought by them to the premises shall carry a current Portable Appliance Test certificate and on demand shall produce the test certificate or evidence of testing to the management committee. Failure to produce a test certificate or evidence of testing will render the hiring void and enable the management committee to rehire the premises to another hirer.

Where a residual circuit breaker is provided the hirer **must** make use of it in the interests of public safety.

10. Risk Assessments

Hirers who hire the hall, on a regular basis, for activities in which the public or children participate shall complete a Risk Assessment at the start of the each year and provide the Management Committee with a copy of their risk assessment. The Management Committee also carries out its own Risk Assessments and Fire Risk Assessments and these are available to hirers on demand.

11. Indemnity

The hirer shall indemnify and keep indemnified each member of the Burnham on Crouch Village Hall management committee and the Burnham on Crouch 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

(b) all claims, losses, damages and costs 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

(c) all claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the premises by the hirer.

(d) The hirer shall take out adequate insurance to insure the hirer and members of the hirer's organisation and invitees against the hirer's liability under paragraph 11(a) and all claims arising as a result of the hire and on demand shall produce the policy and current receipt or other evidence of cover to the management committee. Failure to produce a policy and evidence of cover will render the hiring void and enable the management committee to rehire the premises to another hirer.

The Burnham on Crouch Village Hall is insured against any claims arising out of its **own** negligence.

12. Accidents and Dangerous Occurrences

The hirer must report all accidents involving injury to the public to a member of the Burnham on Crouch Village Hall management committee, **as soon as possible**, who will complete the relevant section in the Hall's accident book. Any failure of equipment belonging to the Burnham on Crouch Village Hall or brought in by the hirer must also be reported **as soon as possible**. Certain types of accident or injury must be reported on a special form to the local authority. The secretary will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

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

14. 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 management committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

15. Drunk and Disorderly Behaviour and Supply of Illegal Drugs

The hirer shall ensure that in order to avoid disturbing neighbours to the Burnham on Crouch Village 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.

16. 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 Burnham on Crouch Village Hall management committee. No animals whatsoever are to enter the kitchen at any time.

17. 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 who have passed the appropriate Criminal Records Bureau checks have access to the children (checks may also apply where children over eight and vulnerable adults are taking part in activities). The hirer shall provide the Burnham on Crouch Village Hall committee with a copy of their Child Protection Policy on request.

18. 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 and keep indemnified each member of the Burnham on Crouch 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.

19. 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.

20. Cancellation

If the hirer wishes to cancel the booking before the date of the event and the Burnham on Crouch Village Hall is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Burnham on Crouch Village Hall. The Burnham on Crouch Village Hall reserves the right to cancel this 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 Burnham on Crouch Village Hall management committee 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
- (c) the premises becoming unfit for the use intended by the hirer
- (d) 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 Burnham on Crouch Village Hall shall not be liable to the hirer for any resulting direct or indirect loss or damages whatsoever.

21. End of Hire

The hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, with tables and chairs properly stacked as per the plan in the storage cupboard, all doors properly locked and secured, all lights switched off unless directed otherwise, all gas rings extinguished and any contents temporarily removed from their usual positions properly replaced, otherwise the Burnham on Crouch Village Hall shall be at liberty to make an additional charge. All rubbish bins to be empty and removed from the hall.

22. 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.

Under the terms of the Premises Licence currently held by the Burnham on Crouch Village Hall the following conditions apply:

- a) No amplified music or public address systems to be used after 2300 hours
- b) All entertainment is internal only
- c) To minimise complaints of nuisance all doors (including fire doors), windows and louvres and similar should be kept closed

23. Stored Equipment

The Burnham on Crouch 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 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.

The Burnham on Crouch Village Hall may use its discretion in any of the following circumstances:

- (a) in respect of stored equipment: 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
- (b) in respect of any other property brought on to the premises for the purposes of the hiring: 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.

24. 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 management committee. Any alteration, fixture or fitting or attachment so approved shall, at the discretion of the Burnham on Crouch Village Hall, remain in the premises at the end of the hiring, it will become the property of the Burnham on Crouch Village Hall unless removed by the hirer who must make good, to the satisfaction of the management committee, any damage caused to the premises by such removal.

25. No Rights

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the hirer.

Reviewed September 2014