Wigginton Old School Hall Hire – Standard conditions of hire

(Action with Communities in Rural England)

These standard conditions apply to all hiring of the Wigginton Old School. If the Hirer is in any doubt as to the meaning of the following, the Booking Clerk should immediately be consulted.

1.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.

2. 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 Parish Council clerk, 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.

3. 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.

4. 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.

5. Licensable activities

Wigginton Old School holds a Performing Society Right Licence which permits the use of copyright music in any form, e.g. record, compact disc, tapes, radio, television or by performers in person. If other licences are required in respect of any activity in the Old School the Hirer should ensure that they hold the relevant licence or the Old School holds it.

6. Public safety compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, the hall's Fire Risk Assessment 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. The hirer shall also comply with the hall's health and 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.

• The location and use of fire equipment. (Include diagram of location when handing over keys.)

• 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.

7. Means of escape

(a) All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.

(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).

8. Outbreaks of fire

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the clerk of the parish council.

9. 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 premises are provided with a refrigerator.

10. 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.

11. Insurance and indemnity

(a) The Hirer shall be liable for:

(i) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises

(ii) all claims, losses, damages and costs made against or incurred by the Old School management committee, their employees, volunteers, agents or invitees 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, and (iii) all claims, losses, damages and costs made against or incurred by the Old School management committee, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer, and subject to sub-clause

(b), the Hirer shall indemnify and keep indemnified accordingly each member of the Old School management committee and the village hall's employees, volunteers, agents and invitees against such liabilities.

(b) The Old School shall take out adequate insurance to insure the liabilities described in sub-clauses (a)(i) above and may, in its discretion and in the case of non commercial hirers, insure the liabilities described in sub-clauses

(a) (ii) and (iii) above. The Old School shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of the Old School management committee and the Old School's employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.

(c) Where the Old School does not insure the liabilities described in sub-clauses

(a)(ii) and (iii) above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover

to the Old School secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the parish clerk to rehire the premises to another hirer.

The Old School 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 Old School management committee/parish clerk as soon as possible and complete the relevant section in the Old School's accident book. Any failure of equipment belonging to the Old School 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 Incident Contact Centre. The Parish clerk will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR). The Incident Contact Centre can be contacted in any of the following ways:

• Telephone: 0845 3009923

• Facsimile: 0845 3009924

• Website: www.riddor.gov.uk or via the HSE website: www.hse.gov.uk

• Post: Incident Contact Centre, Caerphilly Business Park, Caerphilly, CF83 3GG

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.

The heating controls shall be left in the 'off' position after completion of events.

15. 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 nor 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 without prior arrangement.

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 Old School management committee with a copy of their CRB check and 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 Old School'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. Film shows

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film.

21. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the Old School 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 village hall.

The Old School 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 Old School 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
(e) payment of invoices remaining outstanding one month after the invoice due date, in which case the Old School reserves the right to cancel any ongoing or future bookings until full payment has been received

In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the Old School shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

22. End of hire

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the Old School shall be at liberty to make an additional charge. Please remove all property belonging to the hirer. Please ensure that both heating and lights are turned off.

23. 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. No music to be played after midnight.

24. Stored equipment

The Old School 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 Old School 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 the Old School management committee 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.

25. 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 Hall Secretary. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Old School remain in the premises at the end of the hiring.

It will become the property of the Old School unless removed by the hirer who must make good to the satisfaction of the hall or, if any damage caused to the premises by such removal.

26. No rights

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

27. Dangerous and unsuitable performances

Performances involving danger to the public or of a sexually explicit nature shall not be given.

28. Smoking

The Hirer shall, and shall ensure that the Hirer's invitees, comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises.