

Westhorpe Village Hall Hire Agreement Standard Terms and Conditions for Hire

Hire Agreement of Westhorpe Village Hall Limited (the 'Village Hall') is subject to these Standard Terms and Conditions of Hire.

1. Undertaking of the Hirer

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 by the Hirer

The Hirer undertakes to be present or arrange for sufficient competent representatives to be present throughout the hiring to ensure the provisions and stipulations contained, or referred to, in the Hall Conditions and any applicable licences are complied with.

3. Responsibilities

The Village Hall shall be responsible for:-

- regular maintenance of the premises and equipment
- ensuring that appropriate safety checks are carried out regularly and relevant certificates obtained and displayed
- ensuring all services are working properly
- ensuring any faulty equipment is identified with a clear notice on the appliance that is out of order and must not be used (NB if any problem is detected with an appliance that is to be used and is not marked out of order, the problem must be reported to the Booking Secretary prior to the commencement of the hire period.)
- ensuring that the hall is clean and ready for use at the beginning of any hire period

The Hirer shall be responsible during the period of hire for:-

- the number of people using the hall which should not exceed 110
- supervision of premises, fabric and contents, their care and safety from any damage or change of any sort
- ensuring that escape routes are kept clear
- 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 or damage to the grass verges, or disturbance to the neighbours
- ensuring that a responsible person is in attendance at all times during the event to manage any challenging behaviour if alcohol consumption is involved
- managing the security of the building, considering the possibility that an event might attract unwanted visitors and preventing uninvited intruders
- ensuring that traffic cones are placed outside Lavender Cottage and Street Farm and removed at the end of the hire period. Eight cones are stored behind the hall
- ensuring NO animals whatsoever enter the premises at any time, except assistance dogs

- ensuring that any electrical appliances brought onto the premises and used there shall be safe and in good working order, and used in a safe manner using current circuit breakers where appropriate
- ensuring no LPG appliances or highly flammable substances are brought onto the premises
- ensuring that no additional heating appliances are used on the premises without the authority of the Village Hall
- ensuring all windows and doors are closed after 22.00 hours, except for access or egress, when amplified music is being played in the hall
- ensuring that no licensable activities (live music, plays, recorded music, dance, indoor sporting events, films) take place after 23.00 hours or before 08.00 hours
- ensuring guests respect local residents by not making excessive noise especially when leaving the area
- ensuring that everything is left clean and tidy with any spills mopped up, rubbish removed to the outside bins at the end of the hire, and checking the building and surroundings for broken glass
- ensuring that all equipment, chairs and tables have been cleaned and returned to storage, positioned tidily, the premises are cleared of people, all lights switched off and the building secured.

4. Use of Premises

The Hirer shall not:-

- sub-hire or use the premises for any purpose other than that described in the hiring agreement
- use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way
- do anything or bring onto the premises anything which may endanger the premises or render invalid any insurance policies in respect thereof
- allow the use of drugs on the premises or allow smoking in the building
- put up decorations except on the pin-boards
- adjust the radiator valves; if the hall is too hot the ventilation system should be switched on and/or windows opened.

5. Insurance and Indemnity

(a) The Hirer shall be liable for:-

1. The cost of repair of any damage (including accidental or malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises occurring during the period of hire.
2. All claims, losses, damages and costs made against or incurred by the Village Hall 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.
3. All claims, losses, damages and costs made against or incurred by the Village Hall 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 Village Hall Management Committee and the Village Hall's employees, volunteers, agents and invitees against such liabilities.

(b) The Village Hall shall take out adequate insurance to insure the liabilities described in sub-clause (a) 1 above and may, at its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (a) 2 and 3 above. The Village Hall shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of the Village Hall Management Committee and the Village Hall'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 Village Hall does not insure the liabilities described in sub-clauses (a) 2 and 3 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 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.

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

6. Payment

Payment for hire of the hall is in accordance with the invoice issued.

- for one-off bookings a deposit of half the hire fee is due one month before the date of hire, and the balance is due one week before the date of hire;
- for repeat bookings, invoices are issued in arrears at the end of each calendar month, and payment should be made within 7 days of the date of the invoice.

7. Health and Hygiene

The Hirer, and any outside caterer, shall, if serving or selling food, observe relevant food health and hygiene legislation and regulations. The premises are supplied with a fridge and a freezer for **temporary** food storage only. A warming cupboard is available to heat crockery but must not be used to heat food.

8. Supply and consumption of alcohol

The Premises' licence does not allow the sale of alcohol. Alcohol may only be consumed on the premises if it is freely given or on a 'bring your own' basis unless the Village Hall has given permission for the Hirer to obtain a Temporary Event Notice.

9. Safeguarding children, young people and vulnerable adults

The Hirer must ensure that any activities for children, young people and other vulnerable adults are only provided by fit and proper persons in accordance with the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, you must provide us with a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Services (DBS)

The hirer shall ensure that any activities for children under 8 years of age comply with any legislation current at the date of the hiring. This does not apply to parents organising parties for their children. Youth organisations using the Villages Hall must have adequate adult supervision.

The Designated Safeguarding Lead is Linda East. She can be contacted on le19@sky.com or 07968 625191. The deputy Safeguarding person is Mandy Aziz, macmandy@hotmail.com or 07766 025561.

10. Music Copyright Licensing

The hall holds a Performing Rights Society (PRS) Licence for the live performance of copyrighted music and a Phonographic Performance Limited (PPL) Licence for the playing of recorded copyrighted music. It is our understanding that the PRS Licence covers anyone performing at the hall where the ticket price does not exceed £20 but that the PPL Licence does not cover any commercial organisations or individuals who make an income out of the activity. They are required to have their own licence and it is your responsibility to ensure that the necessary copyright permissions for your activity are in place.

11. Film

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. The Village hall holds a PVS License (Public Video Screening License) which allows a wide range of films to be screened in the hall but some are excluded. Please check with the Village Hall committee if your event includes showing a film.

12. 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.

13. Outbreaks of Fire

It is the responsibility of the hirer to ensure that his/her group of attendees is fully aware of the procedures set out in the Fire Safety Procedure, copies of which are on the pinboards in the hall and kitchen. Escape routes must be kept clear at all times. Fire extinguishers are provided in the entrance, kitchen, hall and roof storage area. Fire procedure instructions are located adjacent to each break glass point. The hirer should call the fire brigade immediately and inform a member of the Village Hall committee as soon as possible. Please note that no land line is available and mobile signals vary considerably depending on network.

14. First Aid

A first aid box is located in the kitchen. Please inform the Booking Secretary if anything has been used so that it can be replaced. There is a defibrillator located outside the main door.

15. Risk Assessments, Accidents, Dangerous Occurrences and Maintenance

Risk assessments should be carried out for all planned activities. (See Health & Safety policy.) The Hirer must report all accidents involving injury to the public to a member of the Village Hall Management Committee as soon as possible and complete the form in the Village Hall's accident book. Any failure of equipment, either that belonging to the Village Hall or brought in by the Hirer or any problem with the building must also be reported to a Committee Member as soon as possible. A note should also be made in the Village Hall's

maintenance log. Certain types of accident and emergency must be reported on a special form to the Incident Contact Centre. The Village Hall will assist in completing the form.

16. Stored Equipment

The Village 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 and other property, other than that stored on the premises by agreement, must be removed at the end of each hiring or storage period. The Village Hall may dispose of any such items 7 days thereafter at its discretion, by sale or otherwise on such terms and conditions as it thinks fit and charge the Hirer daily storage fees and costs incurred in storing and selling or otherwise disposing of the same.

17. Village Hall Entry to Events

The Village Hall reserves the right of entry to the Hall at all times.

18. 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 to the walls or painted surfaces.

19. Cancellation by the Hirer

If the Hirer cancels the booking before the date of the event, the payment or repayment of the hire fees is at the discretion of the Village Hall. If the Hirer cancels the booking twelve hours or less before the start of the event the Village Hall will charge a fee of £4.00.

20. Cancellation by the Village Hall

The Village Hall reserves the right to cancel a hiring by written notice to the Hirer in the event of the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election or referendum or the Village Hall may reasonably consider that:

- such hiring may lead to a breach of the licensing conditions or other legal or statutory requirements, or
- unlawful or unsuitable activities may take place at the premises as a result of the hiring, or
- the premises have become unfit for the use intended by the Hirer, or
- in the event of an emergency, the premises are required for shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters
- The hall is closed due to a pandemic such as Covid 19, or other medical condition beyond the control of the Village Hall.

In such cases, the Hirer shall be entitled to a refund of any hire fees already paid but the Village Hall shall not be liable for any resulting direct or indirect loss or damages whatsoever.

If any of these terms are held to be invalid or unenforceable, those terms will be struck out and the other terms remain.

These terms and conditions are subject to the laws and exclusive jurisdiction of the United Kingdom of Great Britain and Northern Ireland.

Westhorpe Village Hall Committee
10.4.2024