

SHIPTON-ON-CHERWELL & THRUPP MILLENNIUM VILLAGE HALL (CHARITY NO. 1070979) SHIPTON VILLAGE HALL MANAGEMENT COMMITTEE

Standard Conditions of Hire

These standard conditions apply to all hiring of the village hall. If the Hirer is in any doubt as to the meaning of the following, the Booking Secretary should immediately be consulted.

1. Supervision

The Hirer, being of 18 years of age or over, 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. As directed by the Booking Secretary, 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.

The total number of people anywhere on the premises shall not exceed 80, or 60 seated, in the Main Hall and 20 in the upstairs Meeting Room.

2. Use of Premises

The Hirer shall not use the premises for any purpose other than that agreed with the Booking Secretary 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 on to 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.

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

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 understands that the Village Hall does not hold a Performing Society Rights Licence which permits the use of copyright music in any form e.g. record, compact disc, tapes, radio, television, films or by performers in person. If licences are required in respect of any activity in the Village Hall the Hirer should ensure that they hold the relevant licence. For the avoidance of doubt, the Village Hall does not hold a licence for the sale of alcohol. Temporary licences for events which wish to provide the sale of alcohol can be applied for from the District Council and may be issued at the District Council's discretion. The Booking Secretary must be consulted well in advance of such events and have given his agreement to any prospective application for such a licence.

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, 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 are aware of the following:

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

(b) 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.

IT IS ILLEGAL TO SMOKE (INCLUDING THE USE OF ELECTRONIC CIGARETTES OR VAPING ETC) ANYWHERE ON THE PREMISES.

7a Health and Hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular high risk foods, dairy products, fish and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. There is a small domestic refrigerator although temperature is not guaranteed.

7b Allergen identification

The Hirer, if serving, or causing to be served, high risk foods shall ensure that allergen information, according to the Food Information Regulations, is made available to everyone who may be consuming such food.

8. Recycling and Waste Management

The Hirer shall ensure that recyclable waste is, as far as possible, disposed of in the appropriate recycling containers (in the kitchen) or bins (in the car park area). Non-recyclable waste including food waste should be disposed of in the general waste bins (in the car park area).

9. Electrical Appliance Safety

The Hirer shall not bring any electrical appliances into the premises nor connect any outside electrical appliance to the Village Hall circuits without prior agreement with Booking Secretary.

10. Indemnity

- (a) The Hirer shall indemnify and keep indemnified each member of the Village Hall management committee and the Village Hall's volunteers, and agents 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, and (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.

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

11. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to Hall Secretary or Bookings Secretary **as soon as possible**.

Any failure of equipment belonging to the Village Hall or brought in by the Hirer must be reported **as soon as possible**.

Bouncy Castles and similar inflatables – The Village Hall Insurance Policy precludes insurance cover for Bouncy Castles etc. The Hirer shall ensure that the provider of bouncy castles and similar inflatables has appropriate insurance.

12. 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 including the car parking area and that
- (b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Booking Secretary . No decorations are to be put up near light fittings or heaters.

13. Heating

The Hirer shall ensure that no unauthorised heating or cooking appliances shall be used on the premises. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

14. 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.

15. 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 Village Hall. No animals whatsoever are to enter the kitchen at any time.

16. 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.

17. Cancellation

The Village Hall may set out specific cancellation terms at the time of booking for larger events. Where such terms are not provided, If the Hirer wishes to cancel the booking before the date of the event and the 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 Village Hall.

The 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 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 Village Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

18. End of Hire

The Hirer shall vacate the premises completely by the agreed time and shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, all lights and heaters switched off, properly locked and secured unless directed otherwise. Any contents temporarily removed from their usual positions properly replaced otherwise the Village Hall shall be at liberty to make an additional charge.

19. 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. Car doors banging and loud talk in the car park are disturbing to local residents.

20. Stored Equipment

The 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.

23. 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 Booking Secretary. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Village Hall remain in the premises at the end of the hiring. It will become the property of the Village Hall 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.

24. No Rights

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