

## CHILWORTH VILLAGE HALL CONDITIONS OF HIRE

### 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 the car parking arrangements so as to avoid obstruction of the highway. As directed by the Village Hall 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 is responsible for making sure the notice boards are used for the display of information and that nothing is fixed by pins, tape etc to the walls.

The Hirer 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. **Please note: the Hall is not licensed for the sale of alcohol.**

### 3 LICENCES

The Hirer shall be responsible for obtaining such licenses as may be needed. The Hall is not licensed for the sale of alcohol. The Hirer may wish to apply to Guildford Borough Council for a Temporary Event Notice (TEN).

Please note: A premises can only receive 12 TENs in any calendar year and they cannot be immediately adjacent to one another. As such the Committee cannot guarantee the availability an appropriate TEN. The issuing by GBC of a TEN will be on a first come first served basis. The Committee cannot be held responsible for the failure to successfully apply for a TEN and the normal cancellation conditions will apply.

Licensable activities and hours

Indoor sporting event	Everyday 7:00 – 24:00
Performance of dance indoors	Everyday 7:00 – 24:00
Performance of live music indoors	Everyday 7:00 – 24:00
Performance of recorded music indoors	Everyday 7:00 – 24:00
Provision of facilities for dancing indoors	Everyday 7:00 – 24:00
Performance of a play indoors	Everyday 7:00 – 24:00
Other entertainment of a similar description to music or dancing	Everyday 7:00 – 24:00

### 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 PUBLIC SAFETY COMPLIANCE

The Hirer, not being a person under 25 years of age, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present (via authorised representative, if

appropriate) and for ensuring that all conditions of the Public Entertainment and other licences relating to management and supervision of the premises are met.

There shall, in addition to the Hirer, be a minimum of 2 competent adults on duty on the premises to assist people entering and leaving.

All persons on duty shall have been instructed as to their essential responsibilities in the event of fire or other emergencies, including attention to disabled persons, the location and use of the fire fighting equipment available, how to call the fire brigade and evacuation procedure.

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority and Local Authority as set out within the Hiring Agreement, the Conditions of Hire, the Safety instructions and any conditions of a TEN, if applicable.

All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit. The Hirer is responsible for ensuring all users are aware of the location of fire exits and extinguishers.

The Hirer shall not be permitted to use or play on the grass banks at the rear of the Hall.

The Hirer will ensure that at any time no more than 120 persons are on the premises.

The Hirer will be responsible for undertaking a Risk Assessment of their facilities, equipment and activities.

## **6. STAGE**

The Hirer shall be aware that there are no barriers at the edges of the stage and that the stage is out of bounds to unsupervised children.

## **7 HEALTH, HYGIENE AND SMOKING**

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.

Chilworth Village Hall is a non-smoking premises and as such smoking is strictly prohibited in all internal areas of the Hall.

## **8 ELECTRICAL APPLIANCE SAFETY**

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe and in good working order, and used in a safe manner

## **9 INDEMNITY**

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) the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises which may occur during the period of the hiring as a result of the hiring.

The Hirer shall be responsible for making arrangements to insure against third party claims which may lie against him or her (or the organisation if acting as a representative) whilst using the Village Hall.

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

## **10 ACCIDENTS AND DANGEROUS OCCURRENCES**

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 relevant section in the Village Hall's accident book. Certain types of accident or injury must be reported on a special form to the local authority. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrence Regulations 1995 (RIDDOR).

## **11 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 in advance by the Village Hall. No animals whatsoever are to enter the kitchen at any time.

## **12a CHILDREN**

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Children Act of 1989. Please note that CRB clearance may be required for certain activities. There shall be, in addition to the hirer, a minimum of 2 competent adults on the premises at all times.

## **12b TEENAGE PARTIES**

In addition to all the existing conditions stated, the following conditions also apply:

- The Hirer will be the parent or guardian and will be in attendance at the party at all times. The Hirer will sign the booking agreement.
- There will be a minimum of 4 adults in attendance at the party at all times.
- The Hirer must meet at the premises with a representative of the Village Hall Management Committee at least 10 days in advance of the booking.
- A deposit of £100 will be paid at least 10 days in advance of the booking, when the agreement will also be signed. The deposit will be returned within 7 days after the party.

## **13 FLY POSTING**

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisement for any event taking place at the premises, and shall indemnify and keep indemnified each member of the Village Hall's management committee accordingly against all actions, claims and proceedings arising from any breach of the condition. Failure to observe this condition may lead to prosecution by the local authority.

## **14 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.

## **15 CANCELLATION**

If the Hirer wishes to cancel the booking before the date of the event and the Village Hall is unable to obtain a replacement booking, the question of the payment or repayment of the fee shall be at the discretion of the Committee.

The Village Hall reserves the right to cancel this 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 bye-election in which case the Hirer shall be entitled to a refund of any deposit already paid.

#### **16 UNFIT FOR USE**

In the event of the Hall or any part thereof being rendered unfit for the use for which it has been hired the Committee shall refund the full deposit but not be liable to the Hirer for any resulting loss or damage whatsoever.

#### **17 REFUSAL OF BOOKING**

The Committee reserves the right to refuse a booking without notice or to cancel this hiring agreement at any time either before or during the term of agreement upon giving 7 days notice in writing to the Hirer.

The Hirer shall be entitled upon such notice to reimbursement of such monies including the deposit or a proportion of the same as have been paid by the Hirer to the Committee but the Committee shall not be liable to make any further payment to the Hirer.

#### **18 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 and any contents temporarily removed from their usual positions properly replaced, otherwise the Committee shall be at liberty to make an additional charge.

#### **19 STORED EQUIPMENT**

The Village Hall accepts no responsibility or liability for loss or damage to any stored equipment or other property brought on to or left at the premises. All equipment and other property (other than authorised stored equipment) must be removed at the end of each hiring.

#### **20 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, music and loud talk in the car park disturb local residents.

#### **21 REGULAR USERS**

Regular users will be invoiced half-termly. Failure to pay within 28 days of the date of the invoice may result in suspension of the use of the facilities.

## Chilworth Village Hall Booking Form

Name of Hirer: .....

Address: .....

.....

Telephone number: .....

Hire date(s): .....

Time: .....

Purpose: .....

Will alcohol be consumed?      YES/NO      (please delete as appropriate)

If the Hall is available, 30 minutes preparation time and 30 minutes clean-up time is allowed free of charge.

A deposit of 20% will be required with the booking. The deposit will be returned (or cheque destroyed) less any charges for cleaning, breakages, damage, rubbish not removed or last minute booking time extensions.

Hire fee: .....(due on or before date of hire)

Deposit: .....(due immediately)

Please make cheques payable to **Chilworth Village Hall**

I/The Hirer has read the Full Hiring Agreement and understands and agrees to the Conditions of Hire.

Signed: ..... (on behalf of the Hirer)

Signed: ..... (on behalf of the Village Hall)

Date: .....