

## Braunston Village Hall - Schedule of Standard Conditions

These standard conditions apply to all hiring of the 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 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 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 the loss of contents.

A refundable Damage Deposit is charged at the discretion of the Village Hall Management Committee to cover damage caused to the Hall or equipment or to cover cleaning when the hirer's obligations in this regard are not met.

### 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 or not do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof.

### 3. Licences

The Hirer shall be responsible for obtaining such licenses as may be needed whether for the sale or supply of intoxicating liquor, and should check with the Booking Secretary that the Village Hall holds an appropriate licence with the Performing Rights Society. Hire conditions required beyond the Premises License requires application by the hirer to Rutland County Council for a Temporary Events Notice (TEN), a copy of which should be supplied to the Booking Secretary with the Hiring Agreement. If alcohol is being sold, a separate TEN should be applied for. A separate TEN is also required for a marquee in the front garden of the Hall.

### 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 related to gaming, betting and lotteries.

### 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 Local Magistrates' Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays. In particular, the Hirer shall:

- Appoint a responsible person for ensuring fire safety and complying with the Emergency Plan.
- Ensure that fire fighting equipment and facilities are not misused.
- Ensure that the kitchen door (a fire door) is kept closed when cooking is in progress.

### 6. Health and Hygiene

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

- Ensure that only suitably competent persons are permitted to use the cookers.
- Make all relevant persons aware that cookers should not be left unattended at any time.
- Make all relevant persons aware not to place combustible materials on or near the hot-plates.
- Ensure that the NO SMOKING policy is adhered to.

### 7. 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. Where a residual circuit breaker is provided under terms of the Public Entertainment Licence (PEL) or Community Premises Licence (CPL), the Hirer must make use of it in the interests of public safety. The Hirer shall ensure that any portable electrical appliances brought into the hall during the hire period are physically inspected for signs of damage prior to use.

### 8. 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 and (b) all claims 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.

If it is deemed necessary by the Booking Secretary and the Village Hall Management Committee, the Hirer shall take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against 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 Booking Secretary. Failure to produce such policy and evidence will render the hiring void and enable the Booking Secretary to re-hire the premises to another hirer.

### 9. 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. Any failure of equipment, either that belonging to the 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 Village Hall Management Committee will assist in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995.

### 10. Animals

The Hirer shall ensure that no animals (including birds) except guide and hearing dogs are brought into the premises, other than for a special event agreed to by the Village Hall Management Committee. No animals whatsoever are to enter the kitchen at any time.

### 11. 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 1989 and that only fit and proper persons have access to the children.

### 12. 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 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.

### 13. 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 the organiser's name and address, and that any discounts offered are based only on Manufacturer's Recommended Retail Prices.

### 14. Cancellation

A minimum notice period of 2 weeks is required if the above booking is to be cancelled. Upon receipt of this cancellation, payment will be refunded. Cancellation must be made in writing to the Booking Secretary and the relevant booking form must be returned at this time.

The Village Hall Management Committee reserves the right to cancel any hiring by written notice to the Hirer in the event of:

- the premises being required for use as a Polling Station or for a Parliamentary or Local Government election or by-election
- the Village Hall Management Committee reasonably considering that (i) such hiring leading 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
- the premises becoming unfit for the use intended by the Hirer

In any such case the Hirer shall be entitled to a refund of the hiring charge if already paid, but the Village Hall Management Committee shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

### 15. 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 by the Booking Secretary, and any contents temporarily removed from their usual positions properly replaced, otherwise the Village Hall Management Committee shall be at liberty to make an additional charge.

### 16. 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. Guidelines will be supplied to all hirers regarding noise levels generated during the hiring period.

### 17. Stored Equipment

The Village Hall Management Committee 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 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 appropriate hire fee per hiring until the same is removed.

The Village Hall Management Committee may, in its discretion in any of the following circumstances, namely:

- in respect of stored equipment, failure by the Hirer either to pay any storage charges due and payable, or to remove the same within seven days after the agreed storage period has ended;
- 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 seven 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 same.

### 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 in any way to any part of the premises without the prior approval of the Booking Secretary. Any alteration, fixture or fitting or attachment so approved shall, at the discretion of the Village Hall Management Committee, remain in the premises at the end of the Hiring and become the property of the Village Hall, or be removed by the Hirer who must make good to the satisfaction of the Booking Secretary and the Village Hall Management Committee any damage caused to the premises by such removal.

### 19. No Rights

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