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## CHIEVELEY VILLAGE HALL & RECREATION CENTRE

### 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 Hall Manager or Booking Secretary should immediately be consulted. For the purposes of these Conditions, the term HIRER shall mean an individual hirer, or, where the hirer is an organisation, the authorised representative.

#### 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.

**The Hirer shall not, under any circumstances, stick any artwork, notices or similar posters to the walls of the Hall or tape to the floor. The Hirer shall be responsible for meeting the cost of repair for any damage so caused.**

Car parking arrangements must be properly supervised so as to avoid obstruction of the highway and damage to the playing fields. It follows that cars may only be parked on the designated car park area unless permission otherwise is obtained from the Booking Secretary. **THE DISABLED PARKING AREA IS ONLY FOR THE USE OF PERSONS HOLDING A PARKING PERMIT FOR THE DISABLED.** This permit should be displayed at all times. Cars should not be parked opposite the disabled parking area to enable easy access.

#### 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-let the premises at all 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.

Organisers of Discos and Dances shall appoint a responsible steward or stewards to ensure that no abuse to the fabric of the Premises occurs during the hiring. Furthermore they must ensure that the volume of music is such as not to cause disturbance to neighbouring houses.

No outdoor activities after 10.30 p.m. – all persons must have left the field by 11 p.m. The main door and windows must be closed after 10.30 p.m. All activities within the hall must cease at midnight (with the exception of New Year's Eve) unless special permission is 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

If alcohol is to be sold (even by raffle or within the ticket price) on the premises the Booking Secretary must be informed of this at the time of the booking because limited number of licenses are permitted each year. The hirer is required to obtain a Temporary Events Notice (TEN). The hirer will need to serve their application in duplicate to West Berkshire Council, Public Protection Licensing, Faraday Road, Newbury, Berkshire RG14 2AF, a copy will need to be served to the Police, at Thames Valley Police, Mill Lane, Newbury, Berkshire at least 21 days before the event is due to take place. The direct line for the licensing department at West Berkshire Council is 01635 519209.

The Village Hall holds a Performing Society Rights Licence which permits the use of copyright music in any form e.g. record, compact disc, tapes, radio, and television or by performers in person. If other licences are required in respect of any activity in the Village Hall the Hirer should ensure that they hold the relevant 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, and 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.

Maximum numbers in the hall are:

Main Hall:144 people seated, 200 people with no furniture.

Club Room: 60 people without furniture.

Bar room: 40 people without furniture

Meeting room: 20 people without furniture.

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.

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.

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.

## **6.Means of Escape**

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

The Hall has an automatic mains failure switching device and the emergency lighting supply will illuminate all exit signs and routes.

## **7.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.

## **8.Health and Hygiene**

The hall is a NON-SMOKING ENVIRONMENT. 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 and thermometer.

## **9.Electrical Appliance Safety**

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be under one year old (or have a test certificate), safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989.

## **10.Indemnity**

The Hirer shall be responsible for the first £500 of any damage caused to the premises during the period of hire and shall repay the Committee for the cost of repair of any damage done to any part of the Premises including the curtilage thereof or the contents of the buildings which may occur during the period of the hiring.

The Hirer shall be responsible for making arrangements for adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against the Hirer's liability under the previous paragraph and 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 Hall Secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the Hall Secretary to rehire the premises to another hirer.

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

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### **11.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 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 Hall Manager will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

### **12.Explosives and Flammable Substances**

The hirer shall ensure that:

Highly flammable substances are not brought into, or used in any part of the premises and that 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, no naked flames.

### **13.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.

### **14.Drunk and Disorderly Behaviour and Supply of Illegal Drugs**

The Hirer shall ensure that no disturbance is caused to neighbours of the hall and stop immediately any 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 or to any person 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 removed from 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.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.

### **17.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.

### **18.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.

### **19.Cancellation**

If the Hirer wishes to cancel the booking before the date of the event and the Committee 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 Committee. The Committee 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 by-election, 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.

The premises becoming unfit for the use intended by the Hirer,

Or the 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

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

## **20.End of Hire**

At the end of the hiring 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 Village Hall shall be at liberty to make an additional charge.

## **21.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.

## **22.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 possessions of the Hirer brought into the Premises for the duration of the hiring (other than stored equipment) must be removed at the conclusion of the hiring. This applies in particular to catering equipment and unsold items from jumble sales. Reasonable quantities of rubbish may be left in the wheelie bins provided; on no account may refuse be left in any other receptacle or elsewhere, otherwise the Committee shall be at liberty to make a charge for disposal.

The Village Hall 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 7 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 7 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 the same.

## **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 Hall Secretary. Any alteration, fixture or fitting or attachment so approved shall, at the discretion of the Committee, remain in the premises at the end of the hiring.

## **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.