

**KENTON VICTORY HALL
STANDARD CONDITIONS OF HIRE**

Supervision

1. THE HIRER will, during the period of 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.

Use of Premises

2. THE HIRER shall not use the premises for any purpose other than 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 nor do anything or bring onto the premises anything which may endanger the same or any insurance policies in respect thereof nor allow the consumption of alcoholic liquor without the permission of the hall committee.

Alcohol licence

3. THE HIRER shall be responsible for obtaining the appropriate licence from the Licensing Section, Teignbridge District Council, Forde House, Brunel Road, Newton Abbot, TQ12 4XX (01626 361101) for the sale or supply of intoxicating liquor during the period of hire. The hirer shall comply with all conditions imposed by the council.

Health and hygiene

4. 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.

Insurance and indemnity

5. THE HIRER shall be liable for:

(i) The cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises

(ii) 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, and

(iii) 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.

(a) The village hall shall take out adequate insurance to insure the liabilities described in sub-clauses (a)(i) above and may, in its discretion and in the case of non commercial hirers, insure the liabilities described in sub-clauses (a) (ii) and (iii) 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.

(b) Where the village hall does not insure the liabilities described in sub-clauses (a)(ii) and (iii) 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 if required by Kenton Victory Hall Booking 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.

Cancellation

6. IF THE HIRER cancels the booking twelve weeks or less before the period of hire commences, then the £50 deposit is non-refundable. If the hirer wants to alter the type of booking twelve weeks before the period of hire the hall reserves the right to charge the amount on the original agreement.

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.

Leaving the Premises

7. AT THE END of the period of hire, the hirer shall be responsible for leaving the premises and surrounds in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions shall be replaced. Failure to comply with this shall leave the hirer liable to an additional reasonable charge.

No alterations

8. THE HIRER must not make any 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 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.

Sale of goods

9. 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.

Right to enter the hall

10. THE VICTORY HALL COMMITTEE reserves the right to enter the hall and cancel any booking or stop any booking or stop any sale at any time before or during the period of hire should any of the above conditions be breached.

Stored Equipment

11. THE VICTORY HALL 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 that stored on the premises by approval of the committee, must be removed at the end of each hiring or storage period.

The Victory Hall Committee may dispose of any such items seven 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.

Any equipment a hirer wishes to store on the premises may only be stored with prior written permission of the Victory Hall Committee.

Licences

12. THE HIRER is responsible for having the appropriate licences.

Electrical appliance safety

13. THE HIRER is advised that any portable electrical equipment brought into the hall should be up to current safety standards.

Protection of children and vulnerable adults

14. 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. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Hirer shall provide the village hall management committee with a copy of their Child Protection Policy on request.

Public safety compliance

15. THE HIRER shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, the hall's Fire Risk Assessment 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. The hirer shall also comply with the hall's health and safety policy.

(a) 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. (Include diagram of location when handing over keys.)
- 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 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.

Means of escape

THE HIRER must make sure

16. (a) All means of exit from the premises are kept free from obstruction and immediately available for instant free public exit.

(b) The emergency lighting supply is illuminated, all exit signs and routes are turned on during the whole of the time the premises is occupied (if not operated by an automatic mains failure switching device).

Outbreaks of fire

17. THE HIRER must ensure that the Fire Brigade is called to any outbreak of fire, however slight, and details thereof shall be given to the secretary of the management committee.

Gaming, betting and lotteries

18. 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.

Explosives and flammable substances

19. THE HIRER shall ensure that:

- (a) Highly flammable substances are not brought into, or used in any part of the premises and that
- (b) 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.

Lighting, Heating and Appliances

20. The hire fees are inclusive of main lighting and background heating. Appliances and additional heating are payable through coin meters. 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.

Drunk and disorderly behaviour and supply of illegal drugs

21. 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.

Animals

22. THE HIRER shall ensure that no animals (including birds) except assistance 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.

Fly posting

23. 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.

Film shows

24. THE HIRER must ensure that children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film.

Dangerous and unsuitable performances

25. THE HIRER must ensure that performances involving danger to the public or of a sexually explicit nature shall not be given.

If the hirer is in any doubt as to the meaning of any of these clauses, the Bookings Secretary should be consulted. Please also read 'Guidance for Booking Organisations and Individuals'

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