

**SAND HUTTON & CLAXTON VILLAGE HALL: STANDARD CONDITIONS OF HIRE - PLEASE RETAIN**

If the HIRER is in any doubt as to the meaning of any of the following the Hall Secretary or Hall Representative should 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

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### 1. Supervision

i The Hirer, being a person 18 years of age or more, hereby accepts responsibility for being in charge of and on the premises at all times during the hire period and when the public are present and shall take all reasonable steps to ensure that all conditions under this Agreement relating to management and supervision of the premises are met.

ii The Hirer shall, for the duration of the hire, be responsible for: supervision of the premises, the fabric and the contents, their care, safety from damage however slight or change of any sort; the health, safety 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 Hall Booking Secretary (BS), the Hirer shall make good or pay for all damage (including accidental damage) to the premises, fixtures, fittings, contents and for loss of contents.

iii The lane by which the carpark is entered leads to a private residence -and the Hirer shall at all times keep this lane free of obstruction. The gateway leading to the residence at the rear of the Hall shall similarly be kept free of obstruction.

Vehicles must not be parked to the left of this lane or on the road or grass verges approaching Stank Bridge, adjacent to the entrance, or anywhere where they may reduce the clear view of other road users at this corner or would impede the access of emergency vehicles attending the Hall. If you expect to need close to the full capacity of the car park you must nominate someone to act as a car park attendant. Hi Vis jackets for people in this role are in the Committee Meeting Room cupboard

iv The Hirer shall take all reasonable steps to ensure that no violent or criminal behaviour, excessive alcohol consumption or disorderly behaviour (due to alcohol, illegal drugs or any other reason) shall take place on the premises, or its immediate vicinity, and that no illegal drugs are brought onto the premises. Alcohol shall not be served or supplied to anyone less than 18 years of age or anyone suspected of being drunk or under the influence of drugs. Any person suspected of being drunk, under the influence of drugs or behaving in a violent or disorderly way must be asked to leave the premises.

v The maximum number of persons allowed in the premises is 100. The Hirer must ensure this number is not exceeded. The Hirer shall ensure that sufficient persons over 18 years of age are on the premises to assist people entering and leaving, commensurate with the number of people attending the event.

vi The Hirer acknowledges having read, understood and received a copy of the Hall's Fire and evacuation procedures, which form an integral part of these Conditions of hire. The HIRER shall ensure that sufficient helpers at the event understand what to do in the event of fire or other emergency in line with the Village Hall procedures. The HIRER confirms that they understand the method of operation of escape door fastenings.

### 2. Payment of Fees, Cancellation of booking, Cancellation Fee and Damage Deposit Hiring Fees and Damage Deposit (if applicable) shall be payable on booking, unless other arrangements have been agreed to by the Management Committee

**Cancellation by Hirer** If the Hirer wishes to cancel the booking less than 14 days before the date of the event and the Village Hall is unable to conclude a replacement booking a cancellation fee may be charged at its discretion

**Cancellation by the Village Hall Management Committee:** The Committee reserves the right to cancel a booking in the event that:

(i) the premises are required for use as a Polling Station for a Parliamentary or Local Government election or bye-election or (ii) the Village Hall Management Committee reasonably consider that the hiring will lead to a breach of licensing conditions, other legal or statutory requirements or that unlawful or unsuitable activities will take place or (iii) the premises become unfit for the use intended by the Hirer or (iv) there is an emergency requiring the use of the premises by the authorities or (v) the intended Hirer has previously breached the conditions of Hire.

In such cases the Hirer will be entitled to a full refund of any monies paid but the Village Hall Management Committee shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever incurred by the Hirer or any other individual or organisation.

**Cancellations due to government restrictions related to the control of Covid 19.** When government restrictions or guidelines result in events being cancelled deposits will be refunded

**Damage Deposit:** At the discretion of the Management Committee a damage deposit may be required, payable on booking, which will be refunded to the HIRER as soon as is practical after the event, provided that Conditions 1(ii), 7(a)(i), 8 and 14 have been met.

### 3. Use of premises/licences

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 or unsuitable way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof.

The Hirer shall ensure nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

The Hall is licensed for the provision of live and recorded music and dance up until 23.00, at which time the playing of any live or recorded music and dancing must stop.

The Hall holds a Performing Rights Society (PRS) and a Phonographic Performance Ltd. Licence. These permit the use of copyright music in any form including live dance and playing recorded music on radio, CD, disc, streaming or other similar means. If you are a commercial organisation and wish to play music using these or similar means you must have your own PPL Licence.

Written permission from the Village Hall Management Committee is required if alcohol is to be consumed on the premises during your activity or event. The Hirer must obtain a Temporary Event Notices if alcohol is to be sold or supplied within a ticket price or membership subscription [see User Information Document and speak to the BS for more information].

If other licences are required in respect of any activity in the Hall the Hirer must ensure that they hold the relevant licence.

Children shall be restricted from viewing age-restricted films classified according to recommendations of the British Board of Film Classification and the HIRER should ensure that they have the appropriate copyright licences for film. Please note that the Hall does not have a TV licence. This means Hirers are not licensed to download or watch broadcast content in the Hall on any television, computer or similar mobile device unless they have a licence for their own private use.

#### **4. Health, Safety and Safeguarding**

- i. The Hirer is wholly responsible for the health and safety of everyone attending the event or activity for which they've hired the Hall and is responsible for assessing any risks associated with their event or activity and taking action to eliminate or mitigate them
- ii. The Hirer must read and comply with the Hall's Health and Safety Policy and the Hall's Health and Safety Document, which contains the Hall's risk assessments and the control measures identified as necessary to eliminate or mitigate them. This includes the Hall's protocol to be followed to reduce the risk of Covid 19 infection. The Hirer must comply with all control measures that are relevant to their event or activity. The Hirer must also read and comply with as necessary the Hall's User Information Document
- iii. The Hirer must read and comply with the Hall's Safeguarding Policy. This requires Hirers who are formally constituted organisations and whose activities involve children, young people of vulnerable adults in any way to have a Safeguarding Policy and comply with it.
- iv. The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and 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.

All the Village Hall documents referred to above are available at <http://www.claxton-sandhutton.org.uk/about/village-hall/> If you have any problems accessing them please contact the Bookings Secretary

#### **5. Health and hygiene**

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.

#### **6. Electrical appliance safety**

The Hirer shall ensure that any electrical appliances brought onto the premises and used there shall be safe, in good working order and used in a safe manner in accordance with the relevant instructions

#### **7. Insurance and indemnity**

7. a The Hirer shall be liable for:

- i The cost of repair of any damage (including accidental or malicious damage) done to any part of the premises or the contents
- 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 as a result of 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 a result of any nuisance caused to a third party as a result of the use of the Hall by the Hirer, and subject to sub-clause (7.b) the Hirer shall indemnify and keep indemnified accordingly each member of the Village Hall Management Committee and their employees, volunteers, agents or invitees against such liabilities.

7. b The Village Hall shall take out adequate insurance to insure the liabilities described in sub-clause (a) (i).

At its discretion, in the case of non-commercial hirers whose use of the Hall is considered by the Village Hall Management Committee to be a community benefit, The Village Hall may insure the public liabilities described in sub-clauses 7a (ii) and 7 a (iii). This public liability insurance covers claims that may be made against the Hirer by people attending events or by third parties.

The Hall shall claim on its insurance for any public liability but the Hirer shall indemnify and keep indemnified each member of the Village Hall Management Committee, their employees, volunteers, agents or 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.

If a professional event organiser or caterer is involved in running an event they must always have their own public liability insurance and a copy of the relevant insurance policy/cover note must be provided to the Booking Secretary before the hire is confirmed.

c. Where the Village Hall does not insure the liabilities described in a (ii) and a(iii) the Hirer shall take out adequate insurance to insure such liabilities, and a copy of that insurance policy/cover note must be attached to the booking form. [Note the Hall's insurance policy does not cover activities that last for more than 48 hours, or events such as sponsored walks/rides, contact sports, ball or similar games, races, firework displays, bonfires, bouncy castles, other inflatable devices, activities involving bikes or vehicles of any kind, aerial activities of any kind, animal or mechanical rides of any kind and other similar activities or activities involving any kind of weapon. If you are planning to run any of these or similar activities at or from the Hall you must first discuss with the BS and get the written agreement of the Village Hall Management Committee before your booking can be confirmed. If it is agreed that you can run these or similar activities you must make all your own insurance arrangements to cover your public liability responsibilities and the fabric of the Hall, its contents and the grounds. A copy of the relevant insurance policy/cover note must be provided before the hire is confirmed.]

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

#### **8. Accidents and dangerous occurrences**

The Hirer must report all accidents involving injury to the public to a member of the Management Committee as soon as possible and enter them on the Hall's Accident Report Form. Near Misses must be reported on the Near Miss Report Form.

Any failure of equipment belonging to the Hall must be reported to the Village Hall Management Committee Representative. Certain types of accident, injury or occurrences must be reported in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR). [If necessary see the User Information Document and speak to the BS for more information on what should be reported].

The HIRER shall ensure that highly flammable substances are not brought into or used in any part of the premises; there are no naked flames on site; no decorations of a combustible nature shall be erected without the consent of the Management Committee. No decorations are to be put up near light fittings or heaters. No unauthorised heating appliances shall be used on the premises and portable liquefied propane gas heating appliances or the like shall not be used on the premises.

#### **9. 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 Management Committee. No animal shall enter the kitchen area at any time.

#### **10. Compliance with the Children Act 1989**

The Hirer shall check with the BS to ensure that activities for children or vulnerable adults will comply with the Children Act 1989.

#### **11. Fly posting**

The HIRER shall not carry out or permit fly posting or any form of unauthorised advertisements for any event taking place on the premises and shall indemnify and keep indemnified each member of the Village Hall 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.

#### **12. 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. 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 any discounts offered are based only on Manufacturers Recommended Prices.

#### **13. Smoking**

Smoking is not allowed anywhere in the Hall or shed and is prohibited by law. The Hirer shall, and shall ensure the Hirer's invitees, comply with this and that any person who does not comply is asked to leave the premises. Anyone wishing to smoke must do so well away from the Hall entrance and must dispose of cigarette ends/other smoked or related items in a tidy, safe and responsible manner.

#### **14 Noise**

The HIRER shall take all reasonable steps so that the minimum of noise is made on arrival and departure around the premises and that noise (especially music) shall be kept to a reasonable level throughout the event or activity.

#### **15. Stored Equipment**

The Village Hall accepts no responsibility for any stored equipment or other property brought on to or left at the premises by the Hirer or anyone associated with their hire and all liability for loss or damage or another consequences of it being on the premises 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 a hire fee per hiring until the same is removed.

The Village Hall Management Committee may use its discretion in any of the following circumstances

- a. failure by the Hirer to either pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended
- b. failure by the Hirer to dispose of any property brought onto the premises for the purposes of the hiring or otherwise. This may result in the Village Hall Management Committee disposing 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.

#### **16. Alterations to the Hall**

No alterations or additions may be made to the premises nor may any fixtures be installed without the written approval of the Hall Secretary or the Bookings Secretary. Any alteration fixture or fitting or attachment so approved shall at the discretion of the Village Hall remain on the premises at the end of the Hire and become the property of the Village Hall. If removed by the Hirer the Hirer must make good any damage caused by the installation or removal to the satisfaction of the Village Hall.

#### **17. Start and End of Hire**

At the start of the Hire the Hirer must record the entry time and sign the visitors' book.

At the end of the Hire the HIRER shall be responsible for leaving the premises and surrounding area in a clean, tidy condition, all crockery, cutlery, utensils and glasses clean for the next user, any contents temporarily removed from their usual positions must be properly replaced and the kitchen door closed, the Hall must be properly locked and secured unless directed otherwise, otherwise the Hall shall be at liberty to make an additional charge.

At the end of the Hire the visitors' book must be signed, and the time recorded.

#### **18 Miscellaneous**

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

**FIRE AND EVACUATION PROCEDURES AND MISCELLANEOUS NOTES**

**This section of the document forms part of the Standard Conditions of Hire:**

1. The HIRER agrees to ensure before the Hire starts they will organise and brief sufficient helpers over the age of 18 years to assist in dealing with a fire (see in the event of fire section below) or other emergency which occurs on the premises during their Hire. This includes, before the event starts, nominating people to sound the alarm, help evacuate the Hall, alert the neighbours in the adjoining Laundry Cottage, call the emergency services and in the event of a fire use the fire extinguishers (if they consider it safe to do so). Before the event the Hirer must ensure these people know where the extinguishers and fire blanket are and have read how to use them on the instructions on the extinguishers/blanket and the notes in the User Information Document.
2. At the start of the Hire the Hirer must ensure there are no obvious fire hazards on the premises, that the main entrance and corridor areas, the emergency (fire door) exit at the rear of the Hall and the path from this to the carpark at the front of the Hall are free from obstruction and remain so throughout and the panic bolt on the rear emergency (fire door) exit is working.  
It is expressly forbidden to prop open any fire doors or to leave the kitchen door open when the kitchen is not in use.
3. At the start of the Hire the Hirer should ensure that the 3 **GREEN FIRE EXIT** signs over the doors are switched on before the start of the event, and are switched off afterwards. Switch locations are described in the last section at the bottom of this page
4. **NO SMOKING** is permitted within the Hall buildings (including the toilets and the sheds)
5. A **FIRST AID** box is by the hatch in the kitchen
6. The power circuit breakers are labelled and in the wooden cabinet on the right hand wall just inside the Committee Meeting Room.
7. The central heating controls are on the left at the far end of the kitchen with instructions on how to operate them alongside.
8. The Hall does not have a telephone - the nearest public box is approximately 400 yards into the village on the left past the Church and village green. Mobile signals are not particularly good in the area and are very dependent on the provider.

**IN THE EVENT OF FIRE:**

1. **Sound the fire alarm** - location shown in the diagram overleaf. It is adjacent to the kitchen doorway on the passage wall.
2. The HIRER and other nominated responsible helpers should promptly attend the rear fire door and main entrance doors and instruct attendees at the event to evacuate the building in an orderly manner and move into the main car park away from the building. **The Fire Assembly Point is by the fir tree in the car park.**
3. The HIRER should despatch a responsible helper immediately to alert the residents of Laundry Cottage (at the rear of the Hall) to the danger.
4. **ONLY** if safe to do so, the fire should be tackled using the fire fighting equipment provided - see below and the User Information Document.
5. The HIRER should ensure that everyone has got out and is accounted for (remember to check toilets and sheds) and should ensure that everyone stays out until the problem has been resolved.
6. The HIRER should delegate someone to call the Fire Brigade. There is a public telephone approximately 400 yards into the village just past the Church and village green on the left hand side. If the Fire Brigade is called, the HIRER should follow any instructions given by the senior Fire Officer at the scene.
7. The HIRER should promptly contact an Officer of the Management Committee to report the incident details. The contact details are on the Notice Board. In any event the HIRER should contact the Hall Representative as shown on the front of the Hiring Agreement.

**FIRE FIGHTING EQUIPMENT:**

	<b><u>Location (see attached plan)</u></b>
Extinguisher (containing water - before use please ensure you read instructions on extinguisher Note this is not to be used on fires involving power supply or electrical equipment)	Adjacent to rear exit/fire door
Extinguisher (containing foam - before use please ensure you read instructions on extinguisher)	Adjacent to front doors
Extinguisher (containing powder - before use please ensure you read instructions on extinguisher)	Inside kitchen door on the right
Blanket	Inside kitchen door on the right

**LOCATION OF FIRE EXITS: (see attached plan)**

1. **Main entrance** Exits into the main car park down a short flight of steps. Doors open outwards
2. **Rear fire door** Far end of the main hall on the right - exits path at side of hall which leads down to the main car park  
Push horizontal bar to open the door outwards
3. **Exit sign lights and switches**
  - o Light over main entrance - switch on wall next to right hand door looking outwards to the car park, above extinguisher
  - o Light over door from hall into the passage leading to main entrance - switch on left of doorway looking out of the hall
  - o Light over rear fire door - switch on left of doorway looking out of the hall

fire assembly point by fir tree

