

Charminster Village Hall: Conditions of Hire (January 2023)

The standard conditions of hire apply to everyone hiring the Village Hall. If the Hirer is in any doubt as to the meaning of the following, please contact the Booking Secretary Julie Seeney at julieinthesun@hotmail.com or Hon. Treasurer Andrea Guppy at andrea@acg541.plus.com or Chairman Nigel Kay at nigelrkay@gmail.com

DEPOSIT

A cheque for £100 is required at the time of booking. Subject to any charges for breakages and/or damage the deposit will be returned in full to the Hirer within 28 days of the hire date.

HIRE CHARGE

The Hire Charge is payable 2 weeks prior to hire date.

USE OF PREMISES

The Hirer shall not use the premises for any purpose other than that described in this Hire 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 render invalid any insurance policies in respect thereof nor allow the consumption of alcohol therein without the correct written permission.

In particular the Hirer must comply with the following actions:

- All equipment used, including tables and chairs, to be packed away safely and in the correct place at the end of the hire period. With permission from the Management Committee arrangements may be made to pack the equipment away at a later time.
- All breakages must be reported to the Bookings Secretary or in the comments book in the kitchen.
- The audio system must be switched off and locked.
- Taps must be turned off in the kitchen and lavatories.
- Kitchen appliances, including the kettles and any portable appliances must be disconnected from the mains with the exception of the fridge.
- The kettles must be emptied of water.
- The fridge must be emptied of ALL food/drink unless prior arrangements have been made with the Committee, whence any such items must be labelled (or they may be removed and destroyed)
- All lights must be switched off.
- Any internal doors and cupboards previously locked must be relocked.
- The hall, the toilets and the Graham Shaw Room and kitchen (if used) must be left clean and tidy. All waste must be removed from the hall. Failure to comply may result in a cleaning charge being deducted from the deposit.

- On leaving the building all rooms including the store rooms, Graham Shaw Room and lavatories must be checked to ensure windows are shut and locked and there is no one left in the building.
- Please also ensure the North Street and West Hill doors are closed securely. The key must be replaced in the key safe. Please scramble the numbers on the key safe and ensure the front cover is raised.

SUPERVISION

The Hirer shall, during the period of hire, be responsible for:

- General supervision of the premises, the fabric and the contents, their care and safety from any damage.
- The behaviour of ALL persons using the premises, including proper supervision of car park arrangements so as to avoid obstruction of North Street and West Hill.

The Hirer shall make good or pay for ALL damage (including accidental damage) to the premises or to its fixtures, fittings or contents and for loss of contents.

SMOKING

The Hirer shall ensure that the Hirer's invitees comply with the prohibition of smoking in "Public Places Provision" of the Health Act 2006 and regulations made thereunder. In particular, the Hirer shall ensure that a strict NO SMOKING POLICY inside the Hall is enforced. Any person in breach of this provision shall be asked to leave the premises immediately. Any smoking outside and in the immediate vicinity of the Hall is to be controlled by the Hirer, having regard to pollution and risk and any smoking debris shall be cleared away by the Hirer on completion of the period of hire.

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.

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 Licensing Authority and the Management Committee or otherwise in connection with any event, which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children.

MEANS OF ESCAPE

North Street and West Hill doors must be kept free from obstruction and immediately available for instant free public exit.

HEALTH AND HYGIENE

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

ELECTRICAL APPLIANCE SAFETY

The Hirer shall ensure that any electrical equipment brought onto the premises and used there shall

be safe, in good working order and used in a safe manner in accordance with the Electricity at Work Regulations 1989.

IDEMNITY

By signing the completed Hiring Agreement, the Hirer indemnifies and keeps indemnified each Member of the Committee and the Committee'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 (b) all claims, losses, damages and costs 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 (c) all claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer. When it is considered appropriate the Hirer shall take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against the Hirer's liability and all claims arising as a result of the Hiring and on request shall produce the policy and current receipt or other evidence of cover to the Booking Secretary. Failure to produce on request such policy and evidence of cover may render the hiring void and enable the Booking Secretary to rehire the premises to another Hirer.

INSURANCE

Any equipment used and/or stored at the hall is the responsibility of the hall user. If there are any queries please email the Chairman nigelrkay@gmail.com

ACCIDENTS AND DANGEROUS SUBSTANCES

The Hirer must report all accidents involving injury to the Management Committee as soon as possible and complete the relevant section in the Village Hall Accident Book. The Accident Book and First Aid Kit can be found in the kitchen. If any help is needed to complete the necessary form please contact the Booking Secretary or Hon. Secretary.

HEATING

The Village Hall has electric heaters which are controlled by a movement sensors and a thermostat on the wall by the North Street entrance. During the current energy crisis, the thermostat should be left at 15 degrees. Hirers may increase the temperature on the thermostat during the period of their booking, but it must be returned to 15 degrees on departure from the hall. Under no circumstances should hirers attempt to change the settings on the wall heaters. No unauthorised heating appliances shall be used on the premises, no LPG appliances are allowed in the hall.

EXPLOSIVES AND FLAMMABLE SUBSTANCES

The Hirer shall ensure that no highly flammable substances are brought into the hall and/or premises. No flammable decorations are to be used in the hall and/or premises, no decorations are to be placed near electric fittings.

NOISE

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night, and is responsible for maintaining orderly behaviour both inside and outside the hall. Car door banging and loud conversation in street must be discouraged.

SALE OF ALCOHOL

It is a condition of hiring that alcohol will not be sold on the premises unless the Hirer has obtained the necessary license and has shown that license to the booking secretary or treasurer a minimum of 24 hours before the hiring commences.

DRUNK AND DISORDERLY BEHAVIOUR AND THE SUPPLY OF ILLEGAL DRUGS

The Hirer shall ensure that in order to avoid violent or criminal behaviour care should be taken with the consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in the immediate vicinity. Alcohol shall not be served to any person suspected of being drunk or any person suspected of being under the age of 25 without ID. Any person suspected of being drunk, disorderly, acting in a violent manner or under the influence of illegal drugs shall be asked to leave the premises immediately. No illegal drugs/substances may be brought onto the premises.

COMPLIANCE WITH CHILDREN'S ACT 1989

The Hirer agrees to take such steps that are necessary to comply with the relevant Children's Act 1989 as they may apply in respect of the hiring and that a ratio of one adult supervisor to 10 children or better is maintained when multiple activities are involved.

CANCELLATION

The Management Committee reserves the right to cancel this hiring by written notice in the event of the premises being required for use as a Polling Station for a Parliamentary or Local Government Election or by-election. In the event of the hall being rendered unfit for use for which it has been hired the Management Committee shall not be liable for any resulting loss whatsoever. The Management Committee reserves the right to cancel any hire period by written notice to the Hirer.

STORED EQUIPMENT

The Management Committee accepts no responsibility for any stored equipment or other personal property brought on to or left at the premises overnight.

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 written prior approval from the Management Committee. The Hirer shall ensure no bolts, tacks, screws, bits, pins, Sellotape, 'Blu-tack' or other like material are attached/driven or fixed into any part of the hall.

ANIMALS

The Hirer shall ensure that no animals except Guide Dogs/Disabled Dogs are brought into the premises other than with written prior approval from the Management Committee.

FILMS

The Hirer will abide by the British Board of Film Classification when any films are shown, especially in respect of showing films to minors.

Note: The hall is not licenced for the streaming of live programmes on any device.

FIRST AID AND FIRE FIGHTING EQUIPMENT

The Hirer shall be aware of the location of First Aid Kits and Firefighting equipment.

NO RIGHTS

This Hire Agreement constitutes permission only to use the hall and confers no tenancy or other rights of occupation on the Hirer.

DAMAGE TO PROPERTY

The Management Committee reserves the right to make reasonable charges for any damage to the property and/or contents incurred during the use of the hall as covered in the Hire Agreement. In the event that the deposit does not cover these charges then an additional invoice will be raised.

WASTE

Rubbish bags are not provided. The Hirer must supply a sufficient quantity for use during the hire period.

IMPORTANT! All rubbish including kitchen waste must be removed from the site by the Hirer at the end of the hire period.

TEA TOWELS ETC

There is a supply of laundered tea towels in one of the kitchen drawers.

KEY COLLECTION

The key is kept in a key safe by the North Street entrance and the code is shared with the hirer when the booking has been confirmed. If the key is not returned, then an invoice will be raised for the cost of a replacement.

HIRE CHARGES

Hirers are advised that charges may be reviewed on 1st January annually. Hirings arranged before that date for events after that date will be charged at the rates applicable at the time of booking.

DISCLAIMER

Charminster Village Hall will not be liable in the event of any Village Hall equipment failing in use; The Trustees undertake to repair or replace failed equipment as soon as practically possible but cannot be held responsible for any consequential liability.

If the Hirer is in any doubt as to the meaning of these terms, the Booking Secretary should be consulted immediately.