



Conditions of Hire (December 2021)

Definitions:

Storridge Village Hall, Village Hall or Hall: shall mean **Village Hall** management committee, their employees, volunteers, agents or their **invitees**.

Hirer: Shall be the person applying for and/or completing the hire agreement.

Premises: Shall mean the property known as **Storridge Village Hall**, its fabric, grounds, car park and gardens and all contents, equipment and services attached or therein.

Invitee: Anyone invited directly or inferred invitation or attending as result of advertising by the **Hirer** or gaining un-authorised access to the **premises**.

These conditions of hire must be complied with by all **Hirers**. Copies are available either in hard or electronic copy available from www.storridgevillagehall.com or from the Bookings Secretary. If the **Hirer** is in any doubt as to the meaning of any of the conditions, the Bookings Secretary or Hall Secretary should immediately be consulted for clarification.

A **Health and Safety Policy** and a **Fire Policy** are available from the website.

The **Hirer** hereby agrees to abide by the following conditions:

- 1) **Age:** The Hirer shall not be a person under 18 years of age.
- 2) **Responsibility:** The Hirer shall hereby accept sole responsibility for the Premises during the hire period and for ensuring that all conditions, under this Agreement, relating to management and supervision of the Premises are met by the **Hirer** and their **invitees** and accept complete responsibility for their **invitees'** actions.
- 3) **Specific Supervision**
As directed by **Storridge Village Hall**, the **Hirer** shall make good or pay for all damage or losses howsoever caused to the Premises.
- 4) **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 or unsuitable 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 force for the **premises**. The consumption or sale of alcohol on the **premises** without written permission is not allowed. Proper supervision of car parking arrangements must be carried out so as to avoid obstruction of the highway and must be strictly observed.
- 5) **Insurance and indemnity**
 - a) The Premises carries insurance and 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** by the **Hirer** or their **invitees**.
 - ii. all claims, losses, damages and costs made against or incurred by the **Village Hall** 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** as a result of any nuisance caused to a third party as a result of the use of the **premises** by the **Hirer**, and their **invitees**.subject to sub-clause (b), the **Hirer** shall indemnify and keep indemnified accordingly the **Village Hall** against such liabilities.
 - b) The **Village Hall** shall hold adequate insurance to insure the liabilities described in subclauses (a)(i) above and may, at its discretion and in the case of non-commercial **Hirers**, insure the liabilities described in sub-clauses (a) (ii) and (iii) above. If the **Village Hall** shall claim on its insurance for any liability of the **Hirer** here-under the **Hirer** shall indemnify and keep indemnified the **Village Hall** against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy. The Hall reserves the right to include any estimated future premium increases incurred as a result of any claim incurred.
 - c) 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 to the **Village 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**.

6) **Gaming, betting and lotteries, Sale of alcohol and controlled entertainment**

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.

With the permission of the **Village Hall** a Temporary Event Notice (TEN) must be applied for and fees paid by the **Hirer** and the Hall supplied with a copy from Herefordshire Council to allow for the selling of alcohol and regulated entertainment a minimum of two weeks before the event date. All conditions attached to such a TEN must be adhered to strictly complied with and the **Hirer** shall indemnify the Hall from any action brought due to non compliance by the **Hirer**.

7) **Childcare**

The **Hirer** shall ensure that any activities for children under eight years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable groups Act 2006 and only fit and proper persons who have passed the appropriate Criminal Records Bureau checks should 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 CRB check and Child Protection Policy on request.

Children in attendance must be under the supervision and control of a suitable responsible adult.

8) **Public safety compliance**

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. The **Hirer** shall also comply with the hall's health and safety policy.

The Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to the secretary of the management committee.

a) The **Hirer** acknowledges that they have familiarised themselves with the fire policy and service drawing on the **Hall's** website storridgevillagehall.com

- 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 (on the service drawing).
- Escape routes and the need to keep them clear.
- Method of operation of escape door fastenings.
- Appreciation of the importance of maintaining access to any fire doors (main hall, kitchen, small meeting room plus three doors upstairs) clear and of closing all fire doors at the time of a fire.
- Location of the first aid boxes.
- Location of the accident book.
- Siting of the defibrillator.

b) In advance of any activity whether regulated entertainment or not 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 for instant free public exit.
- That any fire doors are not wedged open.
- That exit signs are illuminated.
- That there are no obvious fire hazards on the **premises**.
- That emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the **premises** are occupied (if not operated by an automatic mains failure switching device).

9) **Noise**

Music and entertainment must cease at 23.00 hours at the latest. 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**.

10) **Drunk and disorderly behaviour and supply of illegal drugs**



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. No illegal drugs may be brought onto the **premises**. Drunk and disorderly behaviour shall not be permitted either on the **premises** or in its immediate vicinity. 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** and the hire agreement terminated immediately and with loss of recompense

11) **Health and hygiene**

The **Hirer** shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. The Hall's kitchen is not to be used for the cooking of food, only its preparation and re-heating, for serving, serving, clearing away and washing up of crockery and utensils. If using the dishwasher, the Hirer shall ensure it is emptied and cleaned after use and items replaced in their allocated places.

12) **Electrical appliance safety**

The **Hirer** shall ensure that any electrical appliances brought by them to 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. Where a residual circuit breaker is provided the **Hirer** must make use of it in the interests of public safety.

13) **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 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 hire fee per hiring until the same is removed.

The **Village Hall** may use its discretion in any of the following circumstances:

- a) Failure by the **Hirer** either to pay any charges due in respect of stored equipment or to remove the same within 7 days after the agreed storage period has ended, and/or
- b) Failure by the **Hirer** to dispose of any property brought on to the **premises** for the purposes of the hiring.

This may result in the **Village Hall** 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.

14) **Smoking and Vaping**

The **Hirer** shall ensure that the **Hirer's invitees** comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the **premises**. The **Hirer** shall ensure that anyone wishing to smoke or vape does so off the premises and disposes of cigarette ends, matches etc. in a tidy and responsible manner.

15) **Accidents and dangerous occurrences**

Any failure of equipment belonging to the **Village Hall** or brought in by the **Hirer** must also be reported as soon as possible. The **Hirer** must report all accidents involving injury to the public to the **Village Hall Management Committee** by emailing svhbookings@fastmail.co.uk and phoning Derek Scully [which phone number Derek?] or Jackie White (07785 714034) immediately and complete the relevant section in the **Village Hall's** accident book.

16) **Explosives and flammable substances**

The **Hirer** shall ensure that:

- a) Highly flammable substances are not brought into, or used in any part of the **premises**, and that
- b) Only internal decorations of a non-combustible or fire retardant nature shall be erected with the consent of the Hall. No decorations are to be erected near light fittings or heaters or other possible sources of ignition.

17) **Heating**

The **Hirer** shall ensure that no unauthorised heating appliances shall be used on the **premises**.

18) **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.



- 19) **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 the **Village Hall** indemnified 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.
- 20) **Sale of goods**
The **Hirer** and their **invitees** shall, if selling goods on the **premises**, comply with local trading standards requirements.
- 21) **Cancellation**
If the **Hirer** cancels the booking with less than 24 hours' notice of the date of the event the full costs of the hire will be charged. 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** 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.
- 22) **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. Any contents temporarily removed from their usual positions should be properly replaced, otherwise the **Village Hall** shall be at liberty to make an additional charge.
- 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 **Village Hall**. 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 **Village Hall** any damage caused to the **premises** by such removal.
- 24) **Return of Deposit**
Notwithstanding the fulfilment of financial obligations defined here the **Hirer's** deposit will be returned within 15 working days of the payment of the invoice. The **Hall** reserves the right to deduct from said deposit any outstanding costs incurred not met by the **Hirer**.
- 25) **No rights**
The Hiring Agreement constitutes permission only to use the **premises** and confers no tenancy or other right of occupation on the **Hirer**.

December 2021

Appendix 1.

FIRE Safety Guidance and Emergency Plan for Hirers

Safety Guidance

YOU, THE HIRER are the 'RESPONSIBLE PERSON' in the event of a Fire or an Emergency within Storridge Village Hall during your hire of the Village Hall.

At all times Storridge Village Hall is in use, the 'RESPONSIBLE PERSON' must be in charge, and ready to take control of any incident.

Please read and become familiar with these instructions.

Your priority should always be to SAVE LIVES and not the building!

BEFORE YOUR EVENT STARTS:

Check that the Village Hall 'Fire Exit' lights are working.

Check that all Village Hall 'Fire Exit' routes are not blocked, e.g. by tables, chairs or boxes.

Check that you know where the Village Hall's Fire Extinguishers are stored, and the different uses of the water and powder fire extinguishers.

Check that all electrical equipment and extension leads that have been brought into and/or are being used within the Village Hall look safe to use.

Check that no balloons or other decorations have been hung within the Village Hall so that they could fall down and obstruct a Fire Exit.

Inform all of your Attendees of the Village Hall's 'Fire Exit' routes, and the 'Assembly Point' outside the Chequers Public House, in the event of a fire or an emergency.

DURING YOUR EVENT:

Ensure that the Village Hall's 'Fire Exit' routes do not become obstructed.

Brief any disabled people and/or their assistants regarding their best evacuation route from the Village Hall in the event of a fire or an emergency

Ensure that no vehicle obstructs the Village Halls' main entrance ramp, so that wheelchair users and those with prams/buggies may be able to leave the Village Hall safely.

Ensure that emergency services vehicles have a clear access route to the Village Hall from the road.

Ensure that your event attendees do not engage in any activity that is likely to cause a fire (e.g. smoking, use of candles or other naked flames).

Be vigilant regarding any smells of burning, or a gradual build-up of smoke.

Emergency Plan

In the Event of a Fire or some other emergency: **Take Command!**

Give loud and clear instructions.

Tell everybody to:

Immediately evacuate the building using the nearest available exit; and gather at the 'Assembly Point', i.e. in the top corner of the car park

Start the Village Hall Fire Alarm - by using the 'break glass point' located adjacent to all fire doors and landing.

Call **THE FIRE BRIGADE** by **DIALING 999** and request **FIRE**

and give this address: **STORRIDGE VILLAGE HALL WR13 5EY**

Check every Village Hall room that it is safe to enter, to ensure that everyone has left the Village Hall.

Fire extinguishers should be used to clear a safe passage to a Fire Exit.

Once outside, at the 'Assembly Point', check that everyone is accounted for.

Check that the Street and the area around the Village Hall is clear for the emergency services vehicles.

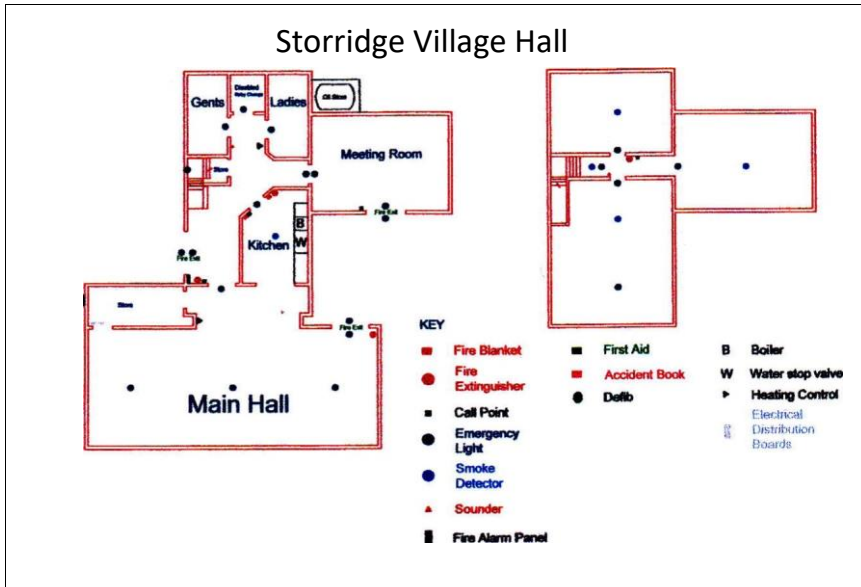
Do not allow anyone to enter the Village Hall until a fire officer tells you it is safe to enter.

Contact a member of the Storrige Village Hall Management Committee on one of the telephone numbers shown below:

Chairman:Derek Scully01886 833236

Secretary: Jackie White01886 833802

Bookings Secretary: Liz Kabani01886 502031



Adopted

Revision Date