
STANDARD CONDITIONS OF HIRE

THIS AGREEMENT SHOULD BE READ FULLY BEFORE COMPLETING THE ONLINE BOOKING FORM. BY CLICKING 'I ACCEPT ASHCOMBE VILLAGE HALL'S STANDARD CONDITIONS OF HIRE' ON THE BOOKING FORM YOU (THE HIRER) ARE CONFIRMING YOUR ACCEPTANCE OF ALL THE TERMS AND CONDITIONS GIVEN IN THIS DOCUMENT. IF THE HIRER IS IN ANY DOUBT AS TO THE MEANING OF ANY OF THE CONDITIONS, THE HALL CHAIRMAN OR SECRETARY SHOULD BE CONSULTED PRIOR TO COMPLETING THE BOOKING FORM. PLEASE RETAIN THIS DOCUMENT FOR REFERENCE.

AGE

The Hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are met.

SUPERVISION

The Hirer (which for the purposes of this agreement shall mean an individual Hirer or, where the Hirer is an organisation, the authorised representative) 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, including proper supervision of car parking arrangements so as to avoid obstruction of the highway. As directed by the Hall Secretary, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

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 respect thereof nor allow the consumption of alcohol thereon without permission.

INSURANCE AND INDEMNITY

(a) The Hirer shall be liable for:

(i) the cost of repair of any 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 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 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 against such liabilities.

(b) The Village Hall shall take out adequate insurance to insure the liabilities described in sub-clause (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 against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.

(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. The village hall is insured against any claims arising out of its own negligence.

USE OF EQUIPMENT

No equipment may be removed from the hall premises (unless special arrangements have been made when booking – see Clause 28 below). Use of equipment inside the hall is on the following terms:

Use of cutlery, crockery and kitchen utensils is included in the hire of the kitchen. Any use made shall require the Hirer to return all items to their usual storage location, in a cleaned state. Any breakages must be declared and the appropriate fee paid.

(a) Use of glasses stored in the kitchen is included in the hire of the kitchen. Separately and by request, a GLASSES STORE (situated in the committee room) containing a selection of various sized glasses in suitable quantities for a party with a bar arrangement, is available when hiring the kitchen. Requests for use should be indicated on the booking form and these glasses must be returned to the appropriate storage crate before returning to the store.

(b) Use of tables and chairs: these shall be returned to the appropriate store after use having been checked for serviceability. Any failure of correct operation or breakage must be reported.

(c) Use of stage lighting: there is a comprehensive stage lighting installation available for use by special arrangement. Due to the complexity of its operation, a specialist briefing is required prior to the event. An additional charge is made to cover the cost of its use. Requests to use this lighting must be indicated on the booking form.

(d) Cinema equipment: this equipment belongs to Ilmington Cinema Group and is not included

under the terms of this agreement. Requests to use this equipment must be indicated on the booking form. An additional charge is made to cover the cost of its use.

NOTE: Use of the Pool table, darts or Skittles is not permitted unless authorised by the Village Hall Management Committee.

LICENSING

Ashcombe Village Hall has a Premises Licence issued by Devon County Council, which covers most activities envisaged by the Village Hall Management Committee, including the sale of alcohol (Mon-Sat 11am-11pm). An additional fee is to be paid if Hirers wish to sell or supply alcohol during a

hiring period. The Hirer is responsible for ensuring that no person under the age of 18 is present in the area where alcohol is being served. Should your event fall outside the hours or activities given below, an application must be made to Devon County Council for a Temporary Event Notice (TEN). The Village Hall Management

Committee will arrange this application but please note a premises can receive only 12 TENs in any calendar year and they cannot be immediately adjacent to one another. The booking cannot be confirmed until the TEN is approved and the Village Hall Management Committee cannot be held responsible for the failure to successfully apply for a TEN. The TEN fee will be added to the Hirer's invoice (currently, the fee charged by Stratford District Council is £21 per TEN application).

Sale of alcohol for consumption on premises	Mon-Sat 11:00am-11:00pm
Performance of recorded music (indoors only)	Mon-Sat 10:00am-11:00pm
Performance of a play (indoors only)	Mon-Sat 10:00am-11:00pm
Exhibition of a film (indoors only)	Mon-Sat 10:00am-11:00pm
Performance of dance (indoors only)	Mon-Sat 10:00am-11:00pm
Provision of facilities for dancing (indoors only)	Mon-Sat 10:00am-11:00pm
Live music (indoors only)	Mon-Thu 11:00am-11:00pm; Fri & Sat 8:00am-midnight
Provision of facilities for making music (indoors only)	Mon-Thu 11:00am-11:00pm; Fri & Sat 8a:00m-midnight
Provision of late-night refreshment	Fri & Sat only 11:00pm-midnight

The Hirer shall ensure that the Village Hall holds relevant licences for music under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, the Hirer holds a licence.

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.

FILM

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.

SAFEGUARDING

Ashcombe Village Hall Management Committee has a Safeguarding Policy that is available on our website and as a paper copy on request. The Hirer is responsible for ensuring that any activities for children and vulnerable adults comply with current legislation and are only provided by fit and proper persons. All Hirers who wish to use the hall for activities which include children and vulnerable adults – other than for hire for private parties arranged for invited friends and family only – will be asked to include with their booking form:

- (a) a copy of their Child Protection Policy and/or Vulnerable Users Policy as appropriate, and
- (b) a signed declaration that adults having continuing and close contact with children or vulnerable adults have passed a valid DBS (Disclosure & Barring Service) check.

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 Village Hall Management Committee.

(a) The Hirer acknowledges that they have been referred to the Fire Safety Notice and Floor

Plan (appendix 1) addressing the following matters:

- The action to be taken in the event of fire. This includes calling the Warwickshire Fire Service 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.
- Location of the first aid box.

(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).

The Village Hall Management Committee will notify Dawlish Fire Service of overnight stays.

NOISE

We are pleased if you wish to hire our hall for a function but out of respect for our neighbours 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 comply with any other licensing condition for the premises. All doors and windows must be closed after 11:00pm, except for the entrance and exit.

DRUNK AND DISORDERLY BEHAVIOUR AND SUPPLY OF ILLEGAL DRUGS

The Hirer shall ensure that care is taken to avoid excessive consumption of alcohol. No illegal drugs may be brought onto the premises. 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 in accordance with the Licensing Act 2003.

HEALTH AND HYGIENE

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. (The Food Standards Agency offers advice for volunteers and charities providing food in village halls. See <http://tinyurl.com/omtw8zh>)

SMOKING & VAPING

The Hirer shall, and 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.

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. Appliances must be used in a safe manner in accordance with the Electricity at Work Regulations 1989. Hirers must ensure that all electrical items stored in the hall with Trustees written permission are subject to regular FIT tests by a qualified electrician (and PAT tests in the case of portable appliances).

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. Such equipment and other property (other than equipment that has been stored with the written approval of the Village Hall Management Committee, for which a nominal charge — reviewed annually — will be made) 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 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 on to the premises for the purposes of the hiring. 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.

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. Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. The Village Hall Secretary will give assistance in completing this form and can provide contact details.

Any failure of equipment belonging to the Village Hall or brought in by the Hirer must also be reported as soon as possible.

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) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Village Hall Management Committee. No decorations are to be put up near light fittings or heaters.

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 Village Hall Management Committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

ANIMALS

The Hirer shall ensure that no animals (including birds) other than dogs are brought into the premises. Dogs should be on leads inside at all times. All dog mess should be cleaned up and disposed of immediately and appropriately.

Management Committee. No animals whatsoever are to enter the kitchen at any time.

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 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.

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 Secretary. 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.

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.

RISK ASSESSMENT

All hirers will be required to complete a risk assessment. We will provide a template and guidance on how to complete a risk assessment.

CANCELLATION

If the Hirer wishes to cancel the booking more than eight weeks before the date of the planned event, booking fees will be returned, minus a cancellation fee of £20 (or 20% of the booking fee, whichever is less). If the Hirer cancels the booking within eight weeks of the event and the Village Hall is unable to conclude a replacement booking, the question of the repayment of the fee shall be at the discretion of the Village Hall.

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 an emergency point of call or 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 fee already paid, but the Village Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

END OF HIRE

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, with all lights and appliances switched off, and the building 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.

Rubbish/recycling should be properly sorted into the bins at the front of the hall (Please note: Recycling should be loose and not in plastic bags). Any waste that exceeds the capacity of the bins should be removed and disposed of by the Hirer.

Please use the checkout checklist available from our website and in the plastic document holder on the wall in the kitchen, to see all the checkout tasks.

ADDITIONAL DEPOSITS

Where additional deposits have been taken, these will be refunded as soon as possible after the Hiring, subject to a 28-day maximum period, and provided there are no costs to be deducted, i.e. for items missing, damaged or broken.

KEYS FOR REGULAR HIRERS

Regular user groups who have made block bookings may at the discretion of the Village Hall Management Committee be issued with a key for the period of their block booking. The responsible key-holder within the group shall be accountable for the key and shall not make a duplicate nor lend the key to any other organisation or individual outside the group without the prior permission of the Village Hall Bookings Secretary or an officer of the Village Hall Management Committee.

HIRE OF EQUIPMENT AWAY FROM THE HALL

At the Village Hall Management Committee's discretion — and provided removal does not detract from the further potential hiring of the hall or its facilities — equipment such as tables and chairs may be hired for use away from the hall by parish community groups. Removal and return must be overseen by a member of the Village Hall Management Committee. Hire fees are given in the current scale of charges. The Hirer is responsible for indemnity to cover any loss or damage while this equipment is in their charge.

NO RIGHTS

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

ASHCOMBE VILLAGE HALL FIRE PLAN SAFETY - DIAGRAM

PLAN OF BUILDING REQUIRED HERE