

Standard Conditions

These standard conditions apply to all hiring of Odcombe Village Hall. If the hirer is in any doubt as to the meaning of the following the Booking Secretary should be immediately consulted.

1. **Responsibility for Hire** - The Hirer must be 18 years of age or over when signing the Hire Agreement or, for an activity licensed under the Premise Licence, must be over 21 years of age.
2. **Supervision** - The hirer shall be responsible for; supervision of the premises (fabric & contents) their care, safety from damage however slight or change of any sort; behaviour of all persons using the premises whatever their capacity; proper supervision of the car parking arrangements so as to avoid obstruction of the highway.
3. **Damage** - 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
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 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 written permission.
5. **Noise** - 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 comply with any licensing condition for the premises.
6. **Capacity** - The maximum number of people (including staff/volunteers and members of public) allowed on the premises shall not exceed: At any one time 250
 Seated at tables only 150
 When used as a dance area (no tables and chairs) 250
 Close seated (secured with no tables) 250

N.B. These numbers decrease; due to seating and tables available; when the stage is required. Please check with Booking Secretary.

7. **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 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.
 - (a) The Hirer should make themselves familiar with emergency instructions for The Hall in the following matters:
 - * action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the Hall;
 - * 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 fire assembly point (RVP) in the car park
 - (b) In advance of an entertainment or play the Hirer shall check the following items:
 - * all escape routes are free of obstruction and can be safely used;
 - * any fire doors are not wedged open; open;
 - * exit signs are illuminated;
 - * there are no obvious fire hazards on the premises;

8. **Outbreaks of Fire** - The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Booking Secretary.
9. **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.
10. **Licences** - The Hall holds a Performing Rights Society Licence which permits the use of copyright music in any form e.g. record, compact disc, tapes, radio, television or by performers in person. If other licences are required in respect of any activity in the Hall the Hirer should ensure that they hold the relevant licence or the Hall holds it.
11. **Health & 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 kitchen is provided with a refrigerator and a small freezer (on request).
12. **Electrical Appliance Safety** - The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe (preferably PAT tested), in good working order, and used in a safe manner.
13. **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, unless acknowledged in writing, and all liability for loss or damage is hereby excluded. Any equipment or property found to have been left on site will be disposed of at the committee's discretion without any further notice to the Hirer.
14. **Bouncy Castle** - If a hirer wants to bring a bouncy castle or similar inflatable into the Hall or onto the Hall premises there is **no** cover on our insurance policy for that device and we would like to make it clear to the hirer that the responsibility lies with them to ensure that they have suitable insurance. A separate advice sheet will be sent with the booking form should you wish to have a bouncy castle at your event.
15. **Indemnity** - The Hirer shall indemnify and keep indemnified each member of the Hall's management committee and the Hall'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,
 - 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

The Hirer shall take out adequate insurance, when requested by the Hall, to insure the Hirer and members of the Hirer's organisation and invitees against the Hirer's liability above and all claims arising as a result of the hire and on demand shall produce the policy and current receipt or other evidence of cover to the Booking Secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the Booking Secretary to rehire the premises to another hirer.

If the Hirer does not have adequate insurance and a claim is made against the Village Hall insurance policy for loss or damage attributable to the Hirer, or caused during the period of hire, the Hirer will be responsible for payment of the excess on the Village Hall insurance policy

16. **Accidents and Dangerous Occurrences** - The Hirer must report all accidents involving injury to the public to the Hall's management committee as soon as possible and complete the relevant section in the Hall's accident book, which is located in the kitchen, first drawer on the right, along with basic First Aid equipment. Any failure of equipment belonging to the Hall or brought in by the Hirer must also be reported as soon as possible. Certain types of accident or injury must be reported on a special form to the local authority. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

17. **Explosives and Flammable Substances** - The hirer shall ensure that highly flammable substances are not brought into, or used in any part of the premises and that 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.
18. **Heating** - The Hall's heating system is set at 20 degrees and can be adjusted at the thermostat in the main hall. Hirers shall ensure that no unauthorised heating appliances shall be used on the premises without the consent of the management committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.
19. **Alcohol Supply/Drunk & Disorderly Behaviour /Illegal Drugs**
- a) 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.
 - b) The Challenge 25 Scheme shall be operated; a refusals register shall be maintained and offences under the Licensing Act 2003 should not be allowed (Licensing pack will be available at the hall, for all Hirers indicating alcohol supply on the booking form).
 - c) 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 grounds. No illegal drugs may be brought onto the premises.
20. **Dangerous and Unsuitable Performances** - Performances involving danger or of a sexually explicit nature, shall not be given. The Hirer shall ensure that there is no offence to public feeling and that good order and decent behaviour is maintained.
21. **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.
22. **Compliance with The Children's Act 1989** -The Hirer shall ensure that any activities for children under eight years of age comply with current legislation and that only fit and proper persons who have passed the appropriate criminal records checks by the Disclosure and Barring Service (DBS) 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 Hall's committee with a copy of their Child Protection Policy on request.
23. **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 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.
24. **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
25. **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 unless directed otherwise and any contents temporarily removed from their usual positions (tables, chairs etc.) properly replaced, otherwise the Hall shall be at liberty to make an additional charge.

Odcombe Village Hall

Old Road, Higher Odcombe, Yeovil, BA22 8XP
Charity No: 304602

26. **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 Management Committee. Any alteration, fixture or fitting or attachment so approved shall be at the discretion of the Hall remain in the premises at the end of the hiring. It will become the property of the Hall unless removed by the Hirer who must make good to the satisfaction of the hall's committee any damage caused to the premises by such removal.
27. **Rights** - The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer
28. **Cancellation** - If the Hirer wishes to cancel the booking before the date of the event and the Hall is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Hall's management committee.

The 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) 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 Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.