

LITTLE BOOKHAM VILLAGE HALL - STANDARD CONDITIONS OF HIRE

If the Hirer is in any doubt as to the meaning of the following, the Booking Officer or Hall Secretary should immediately be consulted.

For the purposes of these conditions, the term HIRER shall mean an individual hirer or, where the hirer is an organisation, their authorised representative.

1. Supervision

THE HIRER will, 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.

2. 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

3. Licences

The Hall is not licenced for the sale of alcohol or for activities with a paying audience. If the HIRER requires either or both of these, then a Temporary Event Notice (TEN) is required from Mole Valley District Council. The Booking Officer can advise on how to obtain this.

The Hall pays an annual fee to the Performing Rights Society (PRS) and Phonographic Performance Ltd (PPL) which permits the playing of live or recorded music in the Hall.

4. 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.

5. 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 Local Magistrates' Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays.

6. Health and Hygiene

THE HIRER shall, if preparing, serving or selling food observe all relevant food health and hygiene legislation and regulations.

7. Electrical Appliance Safety

THE HIRER shall ensure that any electrical appliances brought by him to the premises and used there shall be safe and in good working order, and used in a safe manner.

8. Security

Keys retained by THE HIRER shall not be copied under any circumstances. Requests for additional keys should be made to the booking officer. There may be a charge for additional keys.

9. Indemnity

THE HIRER shall indemnify the committee for the cost of repair of any damage done to any part of the property including the curtilage thereof or the contents of the buildings which may occur during the period of the hiring as a result of the hiring.

THE HIRER shall be responsible for making arrangements to insure against any third party claims which may lie against him or her (or the organisation if acting as a representative) whilst using the Village Hall. (The Village Hall is insured against any claims arising out of its own negligence).

10. Accidents and Dangerous Occurrences

THE HIRER must record all accidents involving injury to the public. Accident report forms and procedures are kept in the Incident Log folder. Any failure of equipment either that belonging to the hall or brought in by the hirer must be recorded in the said Incident Log which is kept in the hall.

Accidents causing major injury must be reported on a special form to the local authority. The hall Bookings Officer will give assistance in completing this form. This is in accordance with the Executive Reporting of Injuries, Diseases and Dangerous Occurrences Regulation 1995.

11. Animals

THE HIRER shall ensure that no animals (including birds) except guide dogs are brought into the hall, other than for a special event agreed to by the Committee. And no animals whatsoever are to enter the kitchen at any time.

12. Children and Young People

THE HIRER shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons have access to the children. Where relevant, the HIRER is required to operate a recognised Child Protection Policy based on the Home Office Code of Practice 'Safe from Harm'

13. 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 Hall, and shall indemnify the Committee accordingly against all action, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

14. 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.

15. Cancellation by Hirer

IF THE HIRER cancels the booking without one month's notice the booking will be charged for except in exceptional circumstances and at the sole discretion of the Committee.

16. Cancellation by Hall

THE COMMITTEE reserves the right to cancel this hiring in the event of the hall being required for use as a Polling Station for a Parliamentary or Local Government election or bye-election, in which case the Hirer shall be entitled to a refund of any deposit already paid.

17. Unfit for Use

In the event of the hall or any part thereof being rendered unfit for the use for which it has been hired the committee shall not be liable to the hirer for any resulting loss or damage whatsoever.

18. Refusal of Booking

THE COMMITTEE reserves the right to refuse a booking without notice or to cancel this hiring agreement at any time either before or during the term of the agreement upon giving 7 days notice in writing to the hirer.

THE HIRER shall be entitled upon such notice to reimbursement of such monies including the deposit or a proportion of the same as have been paid by the hirer to the Committee by the Committee shall not be liable to make any further payment to the hirer.

19. 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 properly replaced otherwise the committee shall be at liberty to make an additional charge. The HIRER shall remove all rubbish, bottles and the like resulting from the hiring. (Local Authority bins are located outside the hall) Failure to do so may result in a surcharge. Unsold items from sales are not to be stored in the hall without prior permission from the Committee.

20. Noise

THE HIRER shall ensure that the minimum of noise is made on arrival and departure.

21. Parking

Parking at the hall is at the owner's risk.

The HIRER is reminded that Burnhams Road, adjacent to the hall, is a private road and parking is not permitted. The HIRER should ensure that all car users attending the hall during the hiring period observe this restriction.

22. Use of Sellotape, BluTac etc. on Walls

The HIRER shall not affix anything to the painted walls without prior permission of the Booking Officer or other member of the committee.

23. Responsibilities of Hirers regarding potential for Fire at the Hall

The HIRER shall:

Make themselves aware of the location of the fire plan posted on the entrance lobby notice board

Ensure that users know the location of the fire exits, the fire call points, extinguishers and the kitchen fire blanket. Ensure that access to fire exits is not blocked

Ensure that users know where to assemble in the event of fire evacuation i.e. on the pavement on the opposite side of the road to the car park