



Registered charity no. 1054017

LANDFORD VILLAGE HALL - CONDITIONS OF HIRE

A. STANDARD CONDITIONS OF HIRE

These standard conditions apply to **ALL** hiring of the Village Hall. If the Hirer is in any doubt as to the meaning of the following the Booking Secretary should be consulted (see website for contact details).

1. Responsibility and Attendance

The Hirer or Authorised Representative, 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.

2. Supervision

The Hirer shall, during the period of the hiring, be responsible for the supervision and care of the premises, the fabric and the contents 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.

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.

3. Use of premises

The Hirer shall not use the premises (including the car park) 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 written permission.

4. Insurance and indemnity

(a) 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 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, their employees, volunteers, agents or invitees 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, their employees, volunteers, agents or invitees 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 and the Village Hall's employees, volunteers, agents and invitees against such liabilities.

(b) The Village Hall shall take out adequate insurance to insure the liabilities described in sub-clauses (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 and the Village Hall's employees, volunteers, agents and invitees 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.

5. 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.

6. Licences

If licences are required in respect of any activity in the Village Hall the Hirer should ensure that they hold the relevant licence or the Village Hall holds it. The Village Hall is licenced under the Local Government (Miscellaneous Provisions) Act 1982 for Music & Dancing the Hirer agrees to be bound by the provisions of that licence. The Hirer shall be responsible for obtaining licences as may be needed whether for the sale or supply of intoxicating liquor, the Performing Right Society or Phonographic Performance Limited or, where appropriate, the Hirer holds a licence.

7. Bouncy Castles (i.e. any large inflatable structure)

(a) The Hirer must confirm at the time of booking that they intend to use one or more bouncy castles

(b) The Hirer is responsible for checking that the bouncy castle(s) may be accommodated safely within the Village Hall and that its use will not block any fire exits

(c) The Hirer is entirely accountable for ensuring that all necessary public liability insurance is in place

(d) The Hirer must, at all times, ensure the proper supervision of all bouncy castle users

(e) The Village Hall Management Committee accepts no liability whatsoever for any injury or loss, however caused, by a bouncy castle or similar equipment

(f) Under no circumstances will the Village Hall Management Committee and its volunteers supervise the installation, use or removal of any bouncy castle(s)

8. Safeguarding

The Hirer shall ensure that any activities are carried out in accordance with the Childcare Act 2006 and the Safeguarding Vulnerable groups Act 2006. When working with children, the statutory guidance Working Together to Safeguard Children 2015 should be followed. The Hirer shall provide the Village Hall Management Committee with a copy of their Child Protection and Safeguarding Policy on request.

9. 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.

10. Public Safety Compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Fire Authority, the Licensing Authority and the Hall's policies 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:

(a) Shall call the Fire Service to any outbreak of fire, however slight, and give details to the Secretary of the Management Committee.

(b) Acknowledges that they have read and understood the Hall's "Fire Safety Guidance and Emergency Plan for Hirers" which is detailed on its website. It is particularly important that you, the Hirer, understand that you are the "*RESPONSIBLE PERSON*" in the event of a fire or emergency within Landford Village Hall during your hire of the hall and you must be in charge and ready to take control of any incident.

11. 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, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

12. 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 in accordance with the Licensing Act 2003.

13. Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

14. 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, have been PAT tested within the last 2 years 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.

15. Stored Equipment

The Village Hall accepts no responsibility whatsoever 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 Management Committee may, at its discretion, dispose by sale or otherwise of equipment if: (a) the Hirer fails to either 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) the Hirer fails to dispose of any property brought on to the premises for the purposes of the hiring. The Hirer will be charged for any costs incurred in storing and selling or otherwise disposing of the same.

16. Smoking

Smoking is prohibited on the premises. 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. The Hirer shall ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

17. Health and 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 premises are provided with a refrigerator but not a thermometer.

18. 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. Any failure of equipment belonging to the Village Hall or brought in by the Hirer must be reported as soon as possible. Certain types of accident or injury must be reported on a special form to the Incident Contact Centre in accordance with the Reporting of Injuries Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR) in one of the following ways: (a) online: www.hse.gov.uk, (b) Telephone: 0345 300 9923

19. 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 Management Committee. No decorations are to be put up near light fittings or heaters.

20. Fly Posting

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements on the premises for any event taking place at the premises and shall indemnify and keep indemnified each member of the Village 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.

21. 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.

22. Animals

The Hirer shall ensure that no animals (including birds) except assistance 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.

23. Cancellation

If the Hirer cancels the booking before the date of the event and the Village Hall is unable to arrange a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Village Hall. The Village Hall reserves the right to cancel a 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 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.

24. 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. In particular, Hirers must check all lights, taps, windows, heaters and cooking equipment. Any items temporarily removed from their usual positions must be returned to their original location. To ensure that the facilities are left clean and tidy, all Hirers must comply with the following: (a) Tables and chairs should be replaced in the storeroom, (b) All rooms, including the toilets, hallway and kitchen, must be left clean i.e. vacuumed/swept and any spillages wet-mopped up; the surfaces in the toilets and kitchen should be wiped clean. Bins in the toilets and kitchen should be emptied and mops, brooms and buckets left clean and replaced in the Cleaner's Cupboard. The Hirer is also required to remove all rubbish and should not use the outside bins which are reserved for the use of the Hall Cleaner. If these conditions are not complied with the Village Hall shall be at liberty to make an additional charge and/or may withdraw the use of the Hall from the Hirer.

25. 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 a member of the Management Committee. 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.

26. No Rights

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

B: SPECIAL CONDITIONS OF HIRE

These Special Conditions of Hire apply to all events at which regulated entertainment or the sale of alcohol takes place in accordance with the Public Entertainments Licence issued under the Local Government (miscellaneous Provisions) Act 1982.

1. Hours of opening

The premises shall not be used for licensable activities unless permission has been issued by the Management Committee through a signed Hire Agreement. The Hirer is responsible for obtaining a Temporary Event Notice from Wiltshire Council to cover the sale of alcohol at the event.

	Event termination time	Music termination time	Premises vacated time
Saturday	23.59	23.30	23.59
Sunday to Friday	01.00	00.30	01.00

2. Capacity and Supervision

The number of people on the premises shall not exceed the following: (a) Main Hall: 400 seated, 180 dancing, (b) Preston Room: 60, (c) Blue Room: 60. The Hirer shall note that these numbers include all stewards, attendants, band members, waiting staff and all other helpers for whatever purpose.

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 of the Premises Licence and/or operating schedule relating to management and supervision of the premises are met.

In addition to the Hirer there shall be the following number of competent attendants on duty on the premises to assist people entering and leaving: (a) 2 attendants for up to 100 persons, (b) 3 attendants for 100-240 persons, or (c) 4 attendants for 250-400 persons. All attendants must be over the age of 18. Additional attendants will be required if the audience is mostly under that age of 16 or if there are disabled persons present. All persons on duty shall have been instructed as to their essential responsibilities in the event of fire or other emergencies

LANDFORD VILLAGE HALL – HIRER’S CHECKLIST BEFORE VACATING THE PREMISES

***NB:** Landford Village Hall reserves the right to make an additional charge and/or to withdraw the use of its facilities from Hirer’s who fail to comply with this checklist*

BEFORE LOCKING UP	
1	Empty the bins in the kitchen and the 3 toilets (ladies, gents and disabled) and take the rubbish with you
2	Ensure the windows are closed and locked
3	Ensure any spillages (liquid or food) anywhere in the Main Hall/Blue Room/Preston Room are cleaned up
4	Sweep the Main Hall using the scissor broom and/or vacuum the Blue Room/Preston Room - equipment kept in the Cleaner’s Cupboard
5	Return chairs and tables to the storeroom or allocated space
6	Check that no taps are running and that no cisterns are continually filling in the toilets (ladies, gents, disabled)
7	Check that all crockery and cutlery has been washed and replaced in the cupboards/drawers in the kitchen
8	Check that all fire doors are closed
9	Turn off all lights in the Main Hall/Blue Room/Preston Room, hallway, kitchen and toilets