

## SCHEDULE OF STANDARD CONDITIONS

### **Spaxton Village Hall 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 Village Hall Secretary or Booking Secretary should immediately be consulted. The hall has free Wi-Fi, a hearing loop and PA system.

**For the purpose of these conditions, the term HIRER shall mean an individual hirer or, where the hirer is an organisation, the 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 of the Hall, their care and safety from damage however slight
- supervision of all persons using the premises whatever their capacity
- proper supervision of car parking arrangements so as to avoid obstruction of the highway or any escape route from the building.

**THE HIRER or SAFETY RESPONSIBLE PERSON** shall, in advance of the use of the building,:

- Decide upon the action to be taken in event of fire. This includes calling and liaising with the fire brigade and evacuating the hall.
- Identify the location and use of fire equipment.
- Identify the escape routes and the need to keep them clear, check that fire escape doors open easily.

**The fire evacuation details showing the location of fire exits, the intended escape routes, fire extinguishers, and telephone can be obtained using the website link or are on prominent display on the Hall notice boards**

**No smoking**, including e-cigarettes, is permitted in the Village Hall - if people choose to smoke outside of the building could you please request they dispose of their cigarette butts in an appropriate manner.

#### **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 nor allow the consumption of alcohol thereon without written permission.

**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 approval of the Booking Secretary. 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 hall any damage caused to to the premises by such removal.

### **3. Explosives and Flammable Substances**

**THE HIRER** shall ensure that no fireworks, pyrotechnics or chinese lanterns are let off in the Hall premises, or in the vicinity of the Hall.

### **4. Licences**

If **ALCOHOL** is to be provided or involved in any function organised by **THE HIRER** then

**THE HIRER** shall contact the committee's Designated Premises Supervisor, Mrs J Loxton, Radlett Common Farm, Spaxton, Bridgwater TA5 1DE (01278 671329)

The hiring for that event shall not be allowed by the committee until Mrs Loxton has confirmed to the hirer and the committee that the arrangements for alcohol are within the requirements of the hall's licence.

If the hirer wishes his event to be run under a Temporary Event Notice (TEN) he must tell the committee who he will appoint to take responsibility for the supply of alcohol at the event and obtain the committee's permission in writing. The person taking responsibility for the supply of alcohol must hold a Personal Licence (PerL) under the Licensing Act 2003. If a substitute PerL holder is to take over the supply the change must first be agreed with the committee in writing before the TEN is submitted to the Licensing Authority.

There are severe penalties for breach of licence conditions relating to the supply of alcohol.

#### **The following rules apply to the consumption of alcohol:**

**THE HIRER** shall ensure that in order to avoid disturbing neighbours to the Hall and avoid violent or criminal behaviour, care should be take to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Identification must be asked for if in any doubt about the age of the person purchasing any alcohol. 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, No illegal drugs may be brought onto the premises.

### **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. 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, 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. **We may ask you to co-operate in fire drills.**

## **7. Health and Hygiene**

**THE HIRER** shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. The hirer must ensure that any kitchen equipment used, must be used in a safe and responsible manner. The dish washer is NOT to be used by hirers.

## **8. Electrical Appliance Safety**

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

## **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 report to the Booking Secretary all accidents involving injury as soon as possible. Any failure of equipment, either that 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. The hall secretary will give assistance in completing this form which can be found on the CONTACT US page of the website. This is in accordance with the Executive Reporting of Injuries, Diseases and Dangerous Occurrences Regulation 1995 (RIDDOR). First Aid boxes can be found in the kitchen.

**If the Hirer sees something which could be dangerous in or around the hall he should advise the Bookings Secretary, other Officer of the Committee or Caretaker at the earliest opportunity and if practicable take steps to warn other Hirers, e.g. with a temporary notice.**

## **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. Compliance With The Children Act**

**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 children or vulnerable adults.

## **13. 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

**14. Noise**

**THE HIRER** shall ensure that the minimum of noise is made on arrival during the hiring and on departure, particularly late at night and early in the morning.

**15. Cancellation**

**IF THE HIRER** wishes to cancel the booking before the date of the event and the Committee 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 committee.

**16. Cancellation**

**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. 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 seven days notice in writing to the hirer.

**THE HIRER** shall be entitled upon such notice to reimbursement of such monies as have been paid by the hirer to the committee. The committee shall not be liable to make any further payment to the hirer.

**18. 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.

**19. SAFEGUARDING POLICY**

The Spaxton Village Hall and Playing Fields Safeguarding Policy is to provide a safe environment where children, vulnerable adults and the elderly can participate in activities without fear of abuse (mental or physical), cruelty or discrimination.

Persons hiring the hall for activities involving these vulnerable groups are responsible for ensuring that all persons supervising these activities have the appropriate qualifications and valid DBS certificates.

Persons supervising these vulnerable groups should be aware that there may be workers or other groups using the hall at the same time and they are at liberty to challenge anyone they may encounter.

Any evidence or suspicion of abuse, cruelty or discrimination against any person but especially those within these vulnerable groups should be reported to the village hall secretary who will inform the appropriate authority.

## 20. End of Hire

**THE HIRER** shall be responsible for:

- any contents temporarily removed from their usual positions properly replaced
- any rubbish generated shall be taken off the premises at the end of the session
- leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise
- leaving the premises at the agreed time and in a quiet and respectful manner
- If these conditions are not complied with the committee shall be at liberty to make an additional charge including for cleaning.