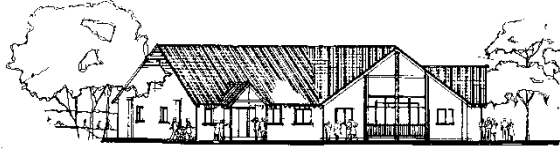


THORNFORD VILLAGE HALL MANAGEMENT TRUSTEES

REGISTERED CHARITY No: 279758



Standard Conditions of Hire

These Standard Conditions apply to all hiring Thornford Village Hall (hereinafter "The Hall"). If the Hirer is in any doubts as to the meaning of the following, the Hall Secretary or Booking Clerk should be immediately consulted.

1. Supervision

The Hirer 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 or Booking Clerk, 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.

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.

3. 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.

4. Licenses

If licenses are required in respect of any activity in The Hall, the Hirer should ensure that they hold the relevant license, or The Hall holds it.

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 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 acknowledges that they have received instruction in the following:

- The action to be taken in event of fire. This includes calling the Fire Brigade 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.

(b) In advance of an entertainment or play 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.
- That any fire doors are not wedged open.
- That exit signs are illuminated.
- That there are no obvious fire hazards on the premises.

6. Means of Escape

- (a) All means of exit from the premises must be kept free from obstruction, and immediately available for instant free public exit.
- (b) The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

7. Outbreaks of Fire

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Hall Secretary or Booking Clerk.

8. 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 2 refrigerators, a freezer, a drinks chiller, and thermometer.

9. 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, 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.

10. Indemnity

- (a) The Hirer shall indemnify, and keep indemnified, each member of the Village Hall Management Trustees, and The Village Hall's employees, volunteers, agents and invitees against (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 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 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.
- (b) The Hirer shall take out adequate insurance to insure the Hirer, and members of the Hirer's organisation and invitees, against the Hirer's liability under paragraph 10(a) 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 Hall Secretary or Booking Clerk. Failure to produce such policy and evidence of cover will render the hiring void and enable the Hall Secretary or Booking Clerk to rehire the premises to another hirer.

The Village Hall is insured against any claims arising out of its own negligence.

11. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to a member of the Village Hall Management Trustees as soon as possible, and in case of oral reporting, also with subsequent written confirmation, and must 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 also be reported as soon as possible, with subsequent written confirmation if applicable. Certain types of accident or injury must be reported on a special form to the local authority. The Hall Secretary or Booking Clerk will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

12. 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,
- (b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of The Management Trustees. No decorations are to be put up near light fittings or heaters.
- (c) No fireworks shall be brought into, or used in any parts of the hall, car[park or surrounding grounds.

13. 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 Management Trustees. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

14. Drunk and Disorderly Behaviour and Supply of Illegal Drugs

The Hirer shall ensure that, in order to avoid disturbing neighbours to the hall, and to 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. Alcohol shall not be served to any person suspected of being drunk, nor to any person suspected of being under the age of 18. 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.

15. 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.

16. Compliance with The Children Act 1989

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 who have passed the appropriate Criminal Records Bureau checks 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 Village Hall Trustees with a copy of their Child Protection Policy on request.

17. 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's Management Trustees 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.

18. 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 price 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. Further details can be found in The Village Hall Information Sheet 34, which is available from Dorset Community Action.

19. Cancellation

If the Hirer wishes to cancel the booking before the date of the event, the Village Hall will retain the 30% non-refundable booking deposit. Requests for cancellations must be made in writing or by email with reason for cancellation.

Payments and Refunds:

- (a) Any outstanding balance for the hire is required 28 days prior to the event
- (b) When booking later than 28 days prior to the event the full amount for the hire is required at the time of booking.
- (c) Should the Hirer cancel up to 14 days prior to the event date then 50% of the hire fee will be refunded, but at the discretion of the Trustees.
- (d) Should the Hirer cancel less than 14 days prior to the event date there will be no refund.

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 Trustees 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.

20. 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. All rubbish, bottles/cans, food waste etc. **MUST** be taken away and any contents of The Hall that have been temporarily removed from their usual positions should be properly replaced. **Failure to do so may result in The Hall making an additional charge.**

21. 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. All outside doors should be shut after 11pm to limit noise. The playing of all music must end by 11.30pm**

22. 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. All equipment and other property (other than equipment stored by prior consent of The Hall Management Trustees) 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, at its discretion, in any of the following circumstances, remove the equipment/property within 7 days after the hiring. The Hall will dispose of any such items, by sale or otherwise, on such terms and conditions as it thinks fit, and will charge the Hirer any costs incurred in storing and selling, or otherwise disposing of the same:-

- (a) In respect of stored equipment:- failure by the Hirer either to pay any storage charges due or to remove the items after the agreed storage period.
- (b) In respect of any other property brought on to the premises for the purposes of the hiring: failure to remove at the end of the hiring period.

23. 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 Hall Secretary or Booking Clerk. Any alteration, fixture or fitting or attachment so approved shall 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 any damage caused to the premises by such removal.

24. No Rights

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