

# Hastoe Village Hall Hire Agreement – Standard Conditions of Hire

These conditions apply to all hiring of Hastoe Village Hall and/or The Library. If the Hirer is in any doubt as to what the following conditions mean, the Bookings Secretary or the HVHMC should immediately be consulted.

## 1. Parties to the agreement

- a. Hastoe Village Hall Trust (registered charity number 1121061) acting by its Management Committee known as The Hastoe Village Hall Management Committee (“HVHMC”), whose authorised representative and Bookings Secretary is Richard Dennis of 2 Hastoe Row, Church Lane, Hastoe, Tring, Hertfordshire, HP23 6LU; and
- b. The person or organisation specified in the booking request form (“Hirer”)

## 2. Supervision

The Hirer who shall not be a person under the age of eighteen (18) shall be responsible throughout the period of hire for:

- supervision of the premises, their fabric and contents
- care of the premises, their safety from damage however slight and/or change of any sort
- the behaviour of all persons using the premises whatever their capacity
- proper supervision of car parking arrangements so as to avoid obstruction of the highway and emergency exits.

As directed by the HVHMC, 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 for any purpose other than that described in the Hiring Agreement and in particular shall not

- sub-hire the premises
- use the premises or allow the premises to be used for any immoral purpose or in any unlawful way
- do anything or bring on to the premises anything which may endanger the same or render invalid any insurance policies in respect thereof
- permit the consumption of alcohol thereon without permission of the HVHMC and/or obtaining an appropriate licence if required
- permit any performance involving either danger to the public and/or invitees
- permit any performance of a sexually explicit nature
- permit children to view age-restricted films classified according to the recommendations of the British Board of Film Classification
- permit smoking either inside or outside the premises as the Hall is a designated No Smoking area

## 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. The Hall is not licensed for gambling.

**5. Licences**

The Hirer shall ensure that a Premises Licence or such other licence as may be required is obtained if any regulated entertainment and/or licensable activity is to take place. Such activities include the performance of plays, the exhibition of films, indoor sporting events, boxing or wrestling entertainment, the performance of live music, the playing of recorded music, the performance of dance, making music, dancing, the provision of hot food or drink after 11pm, and the sale of alcohol. This list is not exhaustive. It is for the Hirer to check if a licence is required for any activity and if so, to obtain the same. HVHMC does not hold a licence with The Performing Rights Society for the performance of recorded music and nor does it hold any licence permitting the sale of alcohol and/or gambling.

**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 and/or any Licensing Authority or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol may be sold or provided or which is attended by children.

(a) The Hirer acknowledges that they have received instruction in the following matters

- the action to be taken in event of fire including calling the Fire Brigade and evacuating the hall
- the location and use of fire equipment
- escape routes and the need to keep them clear
- how to operate escape door fastenings
- the importance and location of fire doors and of closing all fire doors if there is a fire

(b) In advance of an entertainment or play, the Hirer shall check

- that all fire exits are unlocked and panic bolts are in good working order
- that all escape routes are free from obstruction and can be safely used
- that the fire doors are not wedged open
- that there are no obvious fire hazards on the premises

**7. Means of Escape**

All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.

**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. Health and Hygiene**

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

**10. 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 manufacturers' instructions.

**11. Accidents and Dangerous Occurrences**

The Hirer must report all accidents involving injury to the public to the Booking Team as soon as possible and complete the relevant section in the accident book. Any failure of equipment belonging to Hastoe Village Hall or equipment brought in by the Hirer must be reported on a special form to the local authority. The Bookings Team and/or the HVHMC will give assistance in completing this form in compliance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

**12. Indemnity**

The Hirer shall indemnify and keep indemnified Hastoe Village Hall Trust and each member of the HVHMC and its employees, volunteers, agents and invitees against

- the cost of repair of any damage done to any part of the premises including the curtilage thereof
- loss or damage to the contents of the premises
- 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
- 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 to insure the Hirer and members of the Hirer's organisation and/or invitees against the Hirer's liability under this paragraph and any or all claims arising as a result of the hire and shall produce the insurance policy and current receipt or other evidence of cover on demand to the Bookings Secretary or the HVHMC.

Hastoe Village Hall Trust and the HVHMC are insured against any claims arising out of its own negligence.

**13. Explosives and Flammable Substances**

The Hirer shall ensure that

- no highly flammable substances are used in or brought into any part of the premises
- no internal or external decorations of a combustible nature shall be erected without the consent of the HVHMC. No decorations are to be put up near light fittings, radiators, fires, heaters or any other heat source

**14. 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 HVHMC. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used without specific authorisation.

**15. Drunk and Disorderly Behaviour and Supply of Illegal Drugs**

To avoid disturbing the Village Hall's neighbours and to avoid violent or criminal behaviour, the Hirer shall ensure that

- care is taken to avoid excessive consumption of alcohol by members of the public and/or invitees

- there is no drunken and/or disorderly behaviour either on the premises or in The Hall's immediate vicinity
- no alcohol is served to any person suspected of being drunk or 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 is asked to leave the premises
- no illegal drugs are brought onto the premises

**16. Animals**

The Hirer shall ensure that no animals or birds (except guide dogs) are brought into the premises except with the specific consent of the HVHMC. No animals whatsoever are permitted to enter the kitchen at any time.

**17. 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. The Hirer should note that checks may also apply and be required where children over eight and vulnerable adults are taking part in activities and shall make it his, her or their responsibility to inform themselves of and comply with any relevant legislation. The Hirer shall provide the HVHMC with a copy of their Child Protection Policy on request.

**18. 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 HVHMC against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may also lead to prosecution of the Hirer by the local authority.

**19. Sale of Goods**

The Hirer shall, if selling good 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.

**20. Cancellation**

The HVHMC reserves the right to cancel any hiring by written notice to the Hirer in the event of

- the HVHMC reasonably considering that such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements
- the HVHMC reasonably considering that unlawful or unsuitable activities will take place at the premises as a result of this hiring.
- the premises becoming unfit for the use intended by the Hirer
- 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 or hire fee already paid, but the HVHMC shall not be liable to the Hirer for any resulting direct or consequential loss or damages whatsoever.

**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. The Hirer shall, if using sound amplification equipment, make use of any noise limitation device provided at the premises (if any) and/or comply with any direction to reduce noise to a level deemed acceptable at the sole discretion of the Bookings Secretary and/or any member of the HVHMC. Failure to do so may result in the forfeiture of the Hirer's deposit.

**22. Stored Equipment**

HVHMC accepts no responsibility for any stored equipment or other property brought on to or left at the premises, and liability for loss of damage is hereby excluded.

**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 Booking Secretary or the HVHMC. Any alteration, fixture or fitting or attachment so approved which remains in or on the premises at the end of the hiring will become the property of the HVHMC unless removed by the Hirer who must then make good any damage caused to the premises by such removal to the satisfaction of the HVHMC.

**24. No Rights**

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

**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) with any contents or other items temporarily removed from their usual positions properly replaced. Failure to do so will entitle the HVHMC to make an additional charge to cover the cost of rectification.

**26. Removal of waste**

ALL CATERING WASTE MUST BE REMOVED FROM THE SITE BY THE HIRER OR THEIR CATERER IMMEDIATELY AFTER THE EVENT, AND ALL OTHER REFUSE, INCLUDING BOTTLES, MUST BE REMOVED BY THE END OF THE HIRE PERIOD. NO WASTE IS TO BE LEFT INSIDE OR OUTSIDE THE HALL AT ANY TIME, NOR MAY THE HIRER USE ANY WASTE BINS ON SITE.