

KEINTON MANDEVILLE VILLAGE HALL AND PLAYING FIELD TRUST

Registered charity number 1057420

STANDARD CONDITIONS OF HIRE

If the **hirer** is in any doubt as to the meaning of the following, the Booking Secretary should immediately be consulted. For the purposes of these conditions the term **hirer** shall mean an individual or, where the hirer is an organisation, the authorised representative.

1. Supervision

The **hirer** will, during the period of the hiring, be responsible for the supervision of the premises, the fabric and contents, their care and safety from damage however slight or change of any sort. The **hirer** is responsible for the behaviour of all persons using the premises whatever their capacity. This includes proper provision of car parking arrangements to avoid an obstruction. (The lane leading to the hall is a public footpath.)

2. Use of Premises

The **hirer** shall not use the premises for any purpose other than that described in the Hiring Agreement. They shall not sub-hire or use the premises, or allow the premises to be used, for any unlawful purposes or in any unlawful way. Nor do anything, or bring anything, onto the premises which may endanger the same or render invalid any insurance policies in respect thereof, nor allow the consumption of alcohol without written permission.

3. Licences

Keinton Mandeville Village Hall holds a Premises Licence for music, dancing, plays, films, indoor sports, and a Performing Rights Society Licence. The **hirer** must obtain a licence to sell alcohol either from the trustees at the time of booking or from Somerset County Council.

4. Gaming, Betting, Lotteries

The **hirer** shall ensure that nothing is done on or in relation to the premises in contravention of the law in relation to gaming, betting or lotteries.

5. Public Safety Compliance

The **hirer** shall comply with all conditions and regulations made in respect of the premises by The Fire Authority and Somerset County Council, particularly in connection with any event which includes public dancing, music, other public entertainment, where alcohol is provided or attended by children.

6. Health and Hygiene

The **hirer** must observe all relevant food hygiene legislation and regulations if selling or serving food. (The hall is provided with a fridge and a small freezer.)

7. Electrical Appliance Safety

The **hirer** must ensure that any electrical appliances which he/she brings on to the premises and uses there, shall be safe, in good working order and used in a safe manner.

8. Indemnity

The **hirer** shall indemnify the committee for the cost of the 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 hire because of the hiring. The **hirer** shall be responsible for making arrangements to insure any third party claims which may be against him/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.

The **hirer** must report all accidents involving injury to the public.

9. Accidents and Dangerous Occurrences

The **hirer** must report all accidents involving injury to the public to the trustees as soon as possible at kmvillagehall@gmail.com

Any failure of equipment either that belonging to the 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 Local Authority. (RIDDOR Regulation 1995) Further information is in the blue file in the kitchen.

10. Animals

The **hirer** shall ensure that no animals (including birds) are brought into the hall, unless it is a special event and agreed beforehand by the trustees. The exception being fully trained Assistance dogs.

11. Safeguarding

The **hirer** shall ensure that any activities involving children under the age of 18 years or adults at risk comply with all relevant safeguarding legislation. When requested you must provide us with a copy of your Safeguarding Policy and evidence that you have carried out appropriate DBS checks. This does not apply to private bookings such as family events.

12. Fly posting

The **hirer** shall not carry out, nor permit fly posting or any other form of authorised advertisements for any event taking place at the hall and shall indemnify the trustees 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.

13. Sale of goods

The **hirer** shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practices 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.

14. Cancellations

Hirers will be charged for bookings cancelled less than 7 days before the event; the trustees may choose to refund hire charges at their discretion. The trustees have the right to cancel a booking in the event of the hall being used as a Polling Station for a Parliamentary, Local or by-election. In this case the **hirer** will be entitled to a full refund. This usually applies to the committee room only.

15. Unfit for use

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

16. Refusal of booking

The trustees reserve the right to refuse a booking without notice or to cancel this Hiring Agreement.

17. Deposits

The trustees reserve the right to charge a refundable security deposit for any booking. Bookings will be reviewed on a case-by-case basis and the **hirer** contacted at the time of booking should a deposit be required.

18. 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, any contents temporarily removed from their usual positions are properly replaced otherwise the trustees shall be at liberty to make an additional charge. The **hirer** shall remove all rubbish at the end of the booking. Failure to do so may result in a surcharge. If a deposit has been paid and extra charges will be deducted and the balance (if any) refunded.

19. Equipment left on site

We accept no responsibility for equipment brought on site as part of a hiring and left stored at the hall after the event and all liability for loss or damage is hereby excluded. We may, at our discretion dispose of any items or charge you for any costs incurred.

20. Drunk and Disorderly behaviour and the sale of drugs

The **hirer** must ensure that to avoid disturbing neighbours and avoid violent or criminal behaviour

*No one attending the event consumes excessive amounts of alcohol
*No illegal drugs are brought onto the premises.

*Noise is kept to a minimum when arriving and leaving your event.

21. Explosives and Flammable substances

The **hirer** must ensure that no unauthorised heating appliances are used on the premises. LPG appliances must not be used. Highly inflammable substances must not be used at the hall nor any decorations of a combustible nature.

22. WiFi services

It is the responsibility of the **hirer** to ensure that our WiFi service is not used for any purpose which could constitute a criminal offence.

23. Contract hirers will be asked to sign the Hire Agreement on an annual basis.