

Terms and Conditions of Hire

These standard conditions apply to the Letting of any part of Naphill Village Hall and/or Playing Fields. If the Hirer is in any doubt as to their meaning the Lettings Secretary should be consulted for clarification.

1. Definitions

The Council – The Naphill Village Hall and Playing Fields Council

The Hirer – The person or body paying to use the village hall or playing fields

The Premises – The Village Hall, Playing Fields and the carpark

2. Conditions for the Hirer

The Hirer must be aged 18 years or over. The Hirer accepts responsibility for payment of the hiring fee and any other sums due as a result of the Letting. As directed by the Lettings Secretary, 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. The Council will not let the premises to any person representing any organisation or group involved with unlawful or extremist activities.

3. The Hire Agreement

The Hire Agreement is personal to the Hirer only. It constitutes permission only to use the premises on a temporary basis, and confers no tenancy or other right of occupation to the Hirer.

4. 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.

5. 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-let 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 sale of alcohol on the premises without written permission from the nominated Premises Supervisor. Performances involving danger to the public or of a sexually explicit nature shall not be given.

6. 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.

7. Public Safety Compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, the Council's Fire 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. The Hirer shall also comply with the Council's Health and Safety Policy.

(a) It is the Hirer's responsibility to make themselves aware of:

- 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.
- Method of operation of escape door fastenings.

(b) In advance of an entertainment or play the Hirer shall check and ensure 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.
- That a Personal Evacuation Plan is prepared for anyone present who has a disability or impairment.

The Fire Brigade shall be called to any outbreak of fire however slight, and full details reported to the Lettings Secretary **as soon as possible**.

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. There is a refrigerator and thermometer in the kitchen area.

9. Electrical Appliance Safety

The Hirer must ensure that any electrical appliance bought into the premises are certified as safe and in good working order, and have a valid test certificate (i.e. PAT), and are used in a safe manner and at owners' risk. Use must be supervised at all times and no electrical appliances are to be left operational when the premises are unoccupied.

10. Insurance and Indemnity

The Council has Public Liability cover to a maximum of £5,000,000 for any one claim. The building and any contents owned by the Council are also insured. However this insurance does not cover any equipment or other items brought on to the property by the Hirer or by attendees at the event.

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 Council, 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 Council, 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 (ii), the Hirer shall indemnify and keep indemnified accordingly each member of the Council and any employees, volunteers, agents and invitees against such liabilities.

11. First Aid

The Hirer is responsible for making adequate arrangements for first aid. The Village Hall First Aid Box and Accident Book are held in the Kitchen area.

12. Accidents and dangerous occurrences

The Hirer must report all accidents involving injury to the public to the Lettings Secretary **as soon as possible** and complete the relevant section in the 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**. Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR). The Incident Contact Centre can be contacted in the following ways:

- Telephone: **0345 300 9923 (Mon-Fri 8:30am to 5pm)**
- Website: <http://www.hse.gov.uk/riddor/> or via the HSE website: www.hse.gov.uk

13. 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 Council. No decorations are to be put up near light fittings or heaters or near the curtains.

14. Heating (including portable LPG appliances)

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

15. 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. 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 will not be allowed on the premises. No illegal drugs may be brought onto the premises.

16. Animals

The Hirer shall ensure that no animals except service animals are brought into the premises, other than for a special event agreed to by the Council. No animals whatsoever are to enter the kitchen area at any time.

17. Disclosure & Barring Service (DBS)

Anyone involved in "regulated activity" (work of a specific nature which involves close and unsupervised contact with children or adults at risk) must have DBS clearance. Hirers are responsible for compliance. The Council will ask to see DBS certificates of Hirers undertaking regulated activity.

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 the Council accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition will result in a report being made to the Local Authority which could result in prosecution.

19. 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.

20. Film Shows

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 permissions for film.

21. Noise

The Hirer shall ensure that noise is kept to a minimum so as not to disturb local neighbours, particularly late at night and early in the morning. Music must be turned off by 11pm unless prior consent has been given by the Lettings Secretary.

22. Stored equipment

The Council accepts no responsibility for any "stored equipment" (Equipment owned by the Hirer, but kept on the premises) 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 letting or fees will be charged until the same is removed. The Council may, use its discretion in any of the following circumstances:

- (a) Failure by the Hirer either to 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) Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the letting. This may result in the Council disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

23. 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 Lettings Secretary. Any alteration, fixture or fitting or attachment so approved shall at the

discretion of the Council remain in the premises at the end of the hiring. It will become the property of the Council unless removed by the Hirer who must make good to the satisfaction of the Council.

24. Disposal of Waste

The Hirer must comply with the Council's arrangements for the disposal of waste. The Council does not have recycling facilities on site so glass, paper and plastic should be taken away and disposed of by the Hirer. All other waste should be disposed of using the large bin in the car park area.

25. Smoking (including vaping)

Smoking is prohibited in all village hall buildings.

26. Licences

The Council has a Premises Licence. If the Hirer wishes to sell alcohol at an event, they must request written consent from the nominated Premises Supervisor giving at least 2 weeks' notice. The Council also holds an entertainments licence which allows live music, singing and entertaining.

27. Safeguarding

Any suspicions of abuse must be reported to the relevant authorities and our Designated Safeguarding Lead. Details are on display in the village hall. Hirers involved in "regulated activities" must make a copy of their safeguarding policy available to the Lettings Secretary before their first hire session.

28. Equalities

Discrimination of any kind will not be tolerated on the premises.

29. Payment for Hires

Invoices are due for payment on receipt.

One-off sessions require full payment on receipt of the invoice to secure the booking. If payment is not made **within 14 days of the booking being made**, it will be cancelled. **(a reminder will be sent after 7 days)**

30. Cancellation

Cancellation of a regular let requires three months' notice in advance of the final session.

A Hirer may cancel a one-off let in writing up to **28** days before the hire date. In such cases, the Hirer shall be entitled to a full refund of any monies paid. A Hirer providing less than **28** days' notice will not be entitled to any refund.

The Council 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 Council 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) to allow maintenance / upgrade work to the hall building
- (e) 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.
- (f) government guidelines or legislation to close the premises to the public.

In any such case the Hirer shall be entitled to a full refund of any monies already paid, but the Council shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

31. Unused sessions

Refunds are not given for unused regular sessions.

32. Beginning of hire

The premises will be available to the Hirer 15 minutes before the start of the booked session.

33. 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 and any contents temporarily removed from their usual positions properly replaced, otherwise the Council shall be at liberty to make an additional charge.

The premises shall be vacated within 15 minutes of the end of the booked sessions.

34. Complaints

Any complaints arising from a hiring agreement will be dealt with using the Village Hall complaints policy.