

# **Laughton Village Hall**

## **Standard conditions of hire**

If you are in any doubt as to the meaning of any of the conditions, you must seek clarification from the management committee, (us) without delay.

## **Definitions**

‘Committee’ means the Trustees of Laughton Village Hall CIO.

‘Hirer’ means the individual mentioned in section 4 of the hire agreement.

‘Hire agreement’ means the agreement to hire the premises pursuant to these conditions of hire.

‘Premises’ and ‘village hall’ mean Laughton Village Hall.

## **Making a booking**

The hirer must agree to abide by the terms and conditions of hire and sign the hire agreement before using any of the village hall facilities.

Regular users of the hall must agree a hiring agreement form REG 1.

Otherwise bookings must be made by completing form LVHC1. A deposit must be paid to the secretary on the initial booking of the facilities and will act as confirmation of the booking. This deposit is retained against late cancellation or damage or loss incurred to the premises and or contents by the hirer or persons associated with the event. The deposit will be repaid no later than 14 days after the event.

The hire fee must be paid, either to the bookings’ secretary or by bank transfer, before the hall is available.

We reserve the right to refuse or cancel any booking.

## **Age**

The hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all Standard Conditions under this agreement relating to management and supervision of the premises are met.

## **Supervision**

During the period of hiring the hirer is responsible for –

- supervision of the premises, the fabric and the contents
- care of the premises, safety from damage however slight or change of any sort and

- the behaviour of all persons using the premises whatever their capacity

As directed by the committee, the hirer must 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.

### **Use of premises**

The hirer must not use the premises for any purpose other than that agreed, and shall not sub-hire or use the premises or allow the premises to be used for any unlawful or unsuitable purpose or in any unlawful way nor do anything or bring on to the premises anything which might endanger the premises or render invalid any insurance policies covering the premises nor allow the consumption of alcohol without our written permission.

The number of people in the main hall shall be no more than –

- General use 100 persons
- Seated at tables 86 persons
- Theatre style 100 persons

The hirer must not use drawing pins, tape or Blu-Tack on the walls or other surfaces.

### **Insurance and indemnity**

The hirer is liable for –

- (a) The cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including its curtilage or its contents
- (b) All claims, losses, damages and costs made against or incurred by the committee, its employees, volunteers, agents, or invitees in respect of damage or loss of property or injury to persons arising as a result of the hirer's use of the premises including the storage of equipment.
- (c) All claims, losses, damages and costs made against or incurred by the committee as a result of any nuisance caused to a third party as a result of your use of the premises and

subject to the following the hirer must indemnify the committee against such liabilities.

The committee will take out adequate insurance to insure the liabilities described in (a) and (b) above and may, in its discretion and in the case of non-commercial hirers, insure the liability described in (c) above. The committee will claim on its insurance for any liability the hirer incurs but the hirer must indemnify the committee against –

- (d) Any insurance excess incurred
- (e) The difference between the amount of the liability and the monies the committee receives under the insurance policy

Where the committee does not insure the liabilities described in (c) above the hirer must take out adequate insurance to insure such liability and on demand must produce the policy

and current receipt or other evidence of cover to our Bookings Secretary. If the hirer fails to produce such policy and evidence of cover, the committee will cancel this agreement and re-hire the premises to another hirer.

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

### **Gaming, betting and lotteries**

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

### **Music Copyright licensing**

The hirer must ensure that the committee holds relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, the hirer holds a licence.

### **Safety of vulnerable people**

Hiring of the hall for groups other than private parties involving children under 8 years of age or vulnerable adults will only be accepted if the organisation can give evidence of affiliation to an appropriate governing body. For private parties a ratio of one adult to five children will be required. Any individual wishing to run classes or events for unaccompanied persons under the age of 16 years, other than a private party, must produce a DBS Certificate before their hire will be accepted.

### **Public safety compliance**

The hirer shall comply with all conditions and regulations made in respect of the Local Authority, the Licensing Authority, and our 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 must also comply with the committee's health and safety policies.

The hirer must call the Fire Service to any outbreak of fire, however slight, and give details to the hall secretary.

The hirer acknowledges that it has received instruction in the following matters –

- The action to be taken in the 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
- Fire doors are not wedged open
- Location of the first aid box

In advance of any activity whether regulated entertainment or not the hirer must check the following –

- That all fire exits are unlocked and escape routes clear of obstruction
- That fire doors are not wedged open
- That exit signs are illuminated
- That there are no obvious fire hazards on the premises.

### **Noise**

The hirer must ensure that the minimum of noise is made on arrival and departure to respect our neighbours.

### **Food**

The hirer shall, if preparing, serving or selling food, observe all relevant food and hygiene legislation and regulations. The fridge on the premises is to be kept on.

### **Electrical appliance safety**

The hirer must ensure that any electrical equipment brought to the premises and used there are safe, in good working order, and is Portable Appliance Tested (PAT)

### **Smoking**

No smoking or vaping within the hall.

### **Accidents and dangerous occurrences**

All accidents need to be reported to a member of the committee as soon as possible.

Log all accidents in the village hall accident book which is kept in the drawer in the kitchen marked first aid.

Any failure of equipment belonging to the village hall or brought in by the hirer must be reported to the bookings secretary.

### **Explosives and flammable substances**

The hirer must ensure that –

- Highly flammable substances are not brought into, or used in any part of the premises
- No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are erected without the consent of the committee.

### **Animals**

The hirer shall ensure that no animals (including birds) are brought into any part of the premises.

The only exceptions will be guide dogs, hearing dogs and assistance dogs.

### **Fly Posting**

The hirer must not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and must indemnify and keep the committee indemnified 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.

### **Storage**

Permission must be obtained from the secretary before goods or equipment can be stored in the premises overnight. Such storage is provided at the hirer's own risk and appropriate insurance should be held for any goods or equipment stored.

### **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.

### **Cancellation**

If the hirer wishes to cancel the booking before the date of the event and we are unable to conclude a replacement booking, the question of repayment of the fee shall be at the discretion of the committee. The committee reserves the right to cancel this hiring by written notice to the hirer in the event of –

- The premises being required for use as a Polling Station
- The committee reasonably considering that (1) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (2) unlawful or unsuitable activities will take place at the premises as a result of this hiring

In any such case the hirer will be entitled to a refund of any deposit already paid, but the committee will not be liable to the hirer for any resulting direct or indirect loss or damages whatsoever.

### **End of hire**

The hirer will 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 committee may make an additional charge.

### **No rights**

This Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the hirer.

21<sup>st</sup> April 2023

Laughton Village Hall CIO contacts –

Chairperson/bookings secretary	Ann Mitchell	07914 844213
Treasurer	Pete Kenny	01909 563301