

Standard Conditions of Hire for Skelsmergh Community Hall

These conditions apply to all Hirers of the hall.

1. Hirers

The Hirer must accept responsibility for being in charge of the premises at all times when the public or guests are present and for ensuring that all conditions in this and other hall policies are met.

2. Supervision & Damage

During the hiring period the Hirer is responsible for supervision of the premises, including the hall field and carpark; care from damage of the fabric and the contents and the behaviour of all persons using the premises, including proper supervision of car parking arrangements so as to avoid obstruction of the highway. If children are present in the hall the appropriate ratio of adults to children for supervision must be met. 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.

3. Use of premises

The Hirer must not use the premises for any purpose other than that described when booking the hall and must not sub-hire nor do anything or bring onto the premises anything which may render invalid any insurance policies in respect thereof. All events must finish by midnight unless an extension has been agreed with the booking clerk and hall committee.

4. 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.

5. Licensable activities

The Hall has a Premises License for drinks and entertainment. If other licences are required in respect of any activity in the hall the Hirer is responsible for obtaining and holding the relevant licence.

6. Public safety compliance

The Hirer must comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, the hall'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.

7. Fire and Accident

The Hirer must read and comply with the hall's Health and Safety policy and when arriving in the hall ensure their familiarity with:

- a) the *Instructions in Case of Fire* (posted in foyer and kitchen)
- b) the location of fire alarms, fire extinguishers (foyer and kitchen) and fire blanket (kitchen)
- c) the location of the first aid kit (kitchen wall)
- d) the location of fire exits and assembly points

In advance of any event the Hirer must check:

- a) that all fire exits are unlocked.
- b) that all escape routes are free of obstruction and can be safely used.
- c) that any fire doors are not wedged open.

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the secretary of the management committee.

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.

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.

10. Use of Bouncy Castles or other Inflatables

Hirers should read and follow Health & Safety Executive guidance relating to bouncy castles and other inflatables: the full guidance is available at http://www.hse.gov.uk/entertainment/bouncy-castles-safety-advice.htm#utm_source=hse.gov.uk&utm_medium=referral&utm_campaign=inflatables&utm_term=bouncy-castle-alert&utm_content=home-page-news.

Bouncy castles for internal use must not be so large as to compromise adequate clearance from light fittings and beams. Different precautions are needed if they are erected outside.

- There must be constant supervision by at least one suitably trained person.
- Restrict the number of users on the inflatable at the same time to the limit in the operator manual or on the unit label.
- Don't exceed the user height limit and keep bigger users separated from smaller ones
- Make sure users can get on and off safely, with safety matting at the entrance that is no more than 2 inches deep
- Users should not wear shoes or glasses, and should empty their pockets of all sharp or dangerous items
- Don't allow users to climb or hang on the walls

11. Insurance and indemnity

(a) 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 hall management committee, 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 by the Hirer, and

(iii) all claims, losses, damages and costs made against or incurred by the hall management committee, 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.

(b) the Hall cannot be held responsible for any failure in the supply of services.

12. Accidents and dangerous occurrences

The Hirer must report all accidents involving injury to the public to the booking clerk as soon as possible and complete the relevant section in the hall's accident book. Any failure of equipment belonging to the hall must also be reported as soon as possible. Certain types of accident or injury must be reported on a special form to the local authority. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

13. Explosives and flammable substances

The Hirer must 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 management committee. No decorations are to be put up near light fittings.

Use of fire pits and barbecues is only allowed in specific instances by permission of the booking clerk. These items must be placed well away from the hall and hall steps and not on the ground so as to avoid damage to the grass and must be removed from the hall site within 24 hours.

14. Drunk and disorderly behaviour and supply of illegal drugs

The Hirer must 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 must 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 should be asked to leave the premises. No illegal drugs may be brought onto the premises.

15. Animals

The Hirer must ensure that no animals except guide dogs are brought into the premises, or on the hall field other than for a special event agreed to by the hall. No animals whatsoever are to enter the kitchen at any time.

16. Sale of goods

The Hirer must, 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 must 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.

17. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the hall is unable to conclude a replacement booking, the question of the payment or the repayment of the fee is at the discretion of the hall.

The hall reserves the right to cancel a hiring 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 (traditionally held on Thursdays)
- (b) the premises becoming unfit for the use intended by the Hirer

In the event of either of these happening the hall will attempt to give the maximum possible notice to the Hirer.

18. End of Hire

The Hirer must be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured and any contents temporarily removed from their usual positions properly replaced.

19. Noise

The Hirer must ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning.

20. Stored Equipment

The 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.

21. No alterations

No alterations or additions may be made to the premises nor may any fixtures be installed, or other articles be attached in any way to any part of the premises without the prior approval of the Hall Secretary. Decorations or illustrative material attached to walls for weddings, funerals or parties must be removable without damage and if such occurs made good or paid for.