



## STANDARD CONDITIONS OF HIRE 2024

These standard conditions apply to all hiring of the Hall. If the Hirer is in any doubt as to the meaning of any of the following, then please contact the Bookings Manager, Justine Haskell on 07504 839858.

**The Standard Conditions of Hire are part of the Hire Agreement, so you should read both documents carefully before signing this agreement.**

### 1. 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. As directed by Wye Village Halls representative, 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.

Hirers using the terrace and grounds at the back of the Halls, who make use of the play equipment in the Under-Five's play garden, must leave the equipment in the condition in which they found it. Playhouses and other purpose-built play structures are expensive and the cost of any damage incurred will be deducted from the Hirer's deposit.

### 2. 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-hire 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 consumption of alcohol thereon without written permission.

### 3. 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.

### 4. Licensable Activities

The Village Hall's Performing Rights Society (PRS) licence permits the use of copyright music in any form, e.g. record, compact disc, tapes, radio, television or by performers in person. All Hirers of the hall are responsible for ensuring that they have the required Phonographic Performance Ltd (PPL) licence for their activity. If other Licences are required in respect of any activity in the village hall, the Hirer must ensure that they hold the relevant Licence.

The Hirer shall be responsible for obtaining a Temporary Event Notice from Ashford Borough Council to comply with the regulations governing the sale of intoxicating liquor and alcohol and for any other event that is not covered by the Hall's current Premises Licence e.g. plays. This must be applied for at least 10 days before the date of the event/hire.

**The maximum permitted number of persons in the Large Hall is:**

180 persons for dancing or a closely seated audience or for an exhibition

115 persons seated at tables

141 persons seated at tables and/or standing or dancing.

**The maximum permitted number of persons in the Small Hall is:**

100 persons for dancing or a closely seated audience or for an exhibition

72 persons seated at tables

88 persons seated at tables and/or standing or dancing.

**The maximum permitted number of persons in the Reece Pavilion is:**

45 persons for dancing or a closely seated audience or for an exhibition

30 persons seated at tables

35 persons seated at tables and/or standing or dancing.

**The maximum permitted number of persons in the Meeting Room is:**

15 closely seated audience or for an exhibition

12 persons seated at tables

See Premises Licence on display in foyers for details of authorised activities and times.

**5. Public Safety Compliance**

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire and Rescue Service, Local Authority, the Licensing Authority or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or which is attended by children. The Hirer shall comply with the Hall's health and safety policy.

a. The Hirer acknowledges that they have received instruction in the following matters:

- The action to be taken in 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.
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.

b. In advance of an entertainment or play the Hirer shall check 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.

**6. Means of escape**

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

b. The emergency lighting supply illuminating all exit signs and routes is operated by an automatic mains failure switching device.

**7. Outbreak of fire**

The Fire Brigade shall be called to any outbreak of fire, however slight, and details shall be given to the Bookings Manager.

**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. All kitchens are provided with a refrigerator and thermometer.

## **9. Electrical Appliance Safety**

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe and in good working order, and used in a safe manner.

## **10. Insurance and Indemnity**

a. The Hirer shall be liable, during the period of hire, for:

- (i) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage (surrounding area) thereof or the contents of the premises,
- (ii) all claims, losses, damages and costs made against or incurred by the village 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 (including the storage of equipment) by the Hirer, and
- (iii) all claims, losses, damages and costs made against or incurred by the village 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, and subject to sub-clause b., the Hirer shall indemnify and keep indemnified accordingly each member of the village hall management committee and the village hall's employees, volunteers, agents and invitees against such liabilities.

b. The village hall shall take out adequate insurance to insure the liabilities described in sub-clauses a.(i) above and may, at its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses a.(ii) and (iii) above. The village hall shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of the village hall management committee and the village hall's employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.

c. Where the village hall does not insure the liabilities described in sub-clauses a.(ii) and (iii) above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the village hall secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the Hall Manager to rehire the premises to another hirer.

The Village Hall is insured against any claims arising out of its **own** negligence.

One-off private hires, such as a party, are insured under Wye Village Hall's insurance policy. Regular Hirers who are using the hall for non-commercial purposes are also insured under Wye Village Hall's insurance policy.

d. In the event that the Hall is hired for commercial purposes of any kind the Hirer's attention is drawn to Section 10c of this Agreement. In other respects the conditions for commercial and non-commercial hire are identical.

## **11. Accidents and Dangerous Occurrences**

The Hirer must report all accidents involving injury to the public to the Bookings Manager as soon as possible and complete the relevant section in the Hall's accident book, which is located in the First Aid box near the large hall kitchen.

Any failure of equipment belonging to the 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. The Bookings Manager will give assistance in completing this form, in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR). [www.riddor.gov.uk](http://www.riddor.gov.uk) Telephone: 0845 3009923

## **12. Explosives and flammable substances**

The hirer shall ensure that, during the period of hire:

- a. Highly flammable or explosive substances are not brought into, or used in any part of the premises by members of your group, and that

b.No internal decorations of a combustible nature (e.g. polystyrene, cotton wool, candles or tea lights) shall be erected without the consent of the management committee. No decorations are to be put up near light fittings or heaters.

**13. Money/Cash**

Hirers should not leave money or cash anywhere on the premises.

**14. Breakages**

All breakages must be reported promptly to the Hall Manager at the end of the hire.

**15. 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 management committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

**Any problems with the heating should be reported to the Bookings Manager.**

**16. Drunk and disorderly behaviour and supply of illegal drugs**

The Hirer shall ensure that in order to avoid disturbing neighbours and/or users of the adjacent 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 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 shall be asked to leave the premises. No illegal drugs may be brought onto the premises.

**17. Animals**

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for events agreed to by Wye Village Hall Committee. No animals whatsoever are to enter the kitchen at any time.

**18. 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 Disclosure & Barring Service checks have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Hirer shall provide the village hall management committee with a copy of their DBS check and Safeguarding Policy on request. Hirers can see Wye Village Hall's Safeguarding Policy on request.

**19. 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 Wye Village Hall Committee 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.

**20. 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. 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.

**21. 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 copyright Licences for films.

## **22. Booking and Cancellation**

The bookings manager will invoice one-off hirers on the following basis:

1. Where the hire date is within four weeks of the event date, the whole hire is to be paid before the event.
2. Where the hire date is more than four weeks before the event date, a non-refundable booking fee of 20% is to be paid immediately to confirm the booking. The remainder is due four weeks before the event, this secures the booking.
3. Where the event is cancelled by the hirer, the booking fee or full fee, whichever at the time has been paid, is forfeited.

The bookings manager will invoice regular group hirers on the following basis:

1. One-off hires will be invoiced and paid in advance
  2. Monthly hires will be invoiced at the beginning of the month. Payment is due within 28 days of invoice date
  3. Hires whose schedule is based on the school term (i.e. the pre-school and the after school club) termly invoices are to be issued at the commencement of the new term. Payment is due within 28 days of invoice date.
- Please specify any dates not required (e.g. term-time only) on this form or otherwise in writing. Failure to do so may result in charges for time not used.
  - All long-term bookings are subject to annual review and renewal.
  - A returnable breakages and nuisance deposit may be required at the time of booking. The finance & fabric sub-committee will review the need for such deposit at least yearly.

### **Party or entertainment involving young people between the ages of 12-18**

In the event that the Hirer requires the Hall for the purpose of a party or entertainment involving young people between the ages of 12-18 it is a condition of the Hire

- a) that the purpose of the Hire shall be made clear to the Bookings Manager at the time of requesting the booking
- b) that sufficient responsible adults shall be present at all times while the event is in progress
- c) that the Hirer shall give particular attention to Clauses 14, 16 and 24 of this agreement.

### **Wye Village Hall Committee reserves the right to cancel this hiring by written notice to the hirer in the event of:**

- (i) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or bye-election
- (ii) the management committee reasonably considering that (i) such hiring leading 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
- (iii) the premises becoming unfit for the use intended by the Hirer
- (iv) 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.
- (v) either party may cancel a long-term agreement by giving two month's notice.

In any such case the Hirer shall be entitled to a refund of any deposit or booking fee already paid, but Wye Village Halls shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

## **23. 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 Management Committee shall be at liberty to make an additional

charge. Kitchens must be left scrupulously clean, with all crockery and utensils cleaned and put away and rubbish disposed of.

Please ensure all lights are turned off when leaving the premises. If applicable please return the keys to the Bookings Manager.

**24. 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 also give due consideration regarding noise levels to any users in the adjacent hall. Where possible, all doors between the two halls should be kept closed when both halls are in use, especially if loud music or similar is being played. And the external doors are kept closed.

**Your attention is drawn to the terms of our Premises Licence which include the following:**

- 12b) No public music, singing, dancing or entertainment of a like kind shall be permitted, or suffered to take place in the place licensed which shall be a nuisance, annoyance, or inconvenience to the occupiers of any property adjoining the place licensed or in the neighbourhood thereof.
- 13 All reasonable steps shall be taken by the Licensee to minimise noise emitted from the Licensed Premises. No amplified music or sound from the premises must be audible within any residential premises between 2300 hours and 0700 hours.

**25. Stored equipment**

Wye Village Hall committee 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. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed. No flammable substances can be stored at the premises.

The committee may use its discretion in any of the following circumstances:

- a. in respect of stored equipment, failure by the Hirer either to pay any storage charges due and payable or to remove the same within 7 days after the agreed storage period has ended;
- b. in respect of any other property brought on to the premises for the purposes of the hiring, failure by the Hirer to remove the same within 7 days after the hiring dispose 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.

**26. No alterations**

No alterations or additions may be made to the premises nor may any fixtures be installed or permanent placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of the Committee. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Committee remain in the premises at the end of the hiring and become the property of Wye Village Halls or be removed by the Hirer who must make good to the satisfaction of the Committee any damage caused to the premises by such removal.

Please note that no Sellotape is to be used to affix temporary decorative items to the walls as the paint comes away when the tape is removed. No drawing pins or similar that may leave holes in the fabric of the building may be used.

**27. No rights**

The hiring agreement constitutes permission only to use the premises at the times specified in the Hire Agreement and confers no tenancy or other right of occupation on the Hirer.

**28. Dangerous and unsuitable performances**

Performances involving danger to the public or of a sexually explicit nature shall not be given.

**29. Smoking**

The Hirer shall, and shall ensure that the Hirer's invitees comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises. **Please note that the halls, kitchens, store cupboards, toilets and entrance areas are all fitted with very sensitive smoke alarms.**

Note: Discos must not set off smoke machines as they trigger the smoke alarms. Failure to abide by this may result in loss of any deposit.

**30. Refuse removal**

**There is no refuse collection from the halls, all rubbish, including nappies, must be taken away at the end of the hire and not left in the rubbish bins inside or outside the hall. Hirers must provide their own rubbish bags and if applicable cleaning materials e.g. washing up liquid. There are brooms and dustpans in the store areas or kitchens of each hall.**

**31. Right of refusal**

The Committee reserves the right to refuse the use of the Halls.

**32. Data Protection**

Wye Village Hall uses personal data for the purposes of managing the hall. Its bookings and financings, running and marketing events at the Hall, staff employment and its fund-raising activities. Data may be retained for up to 7 years for accounts purposes and longer where required by the hall's insurers. If you would like to find out more about how we use your personal data or want to see a copy of information about you that we hold, please contact the Chair of the Management Committee.

*Thank you for your co-operation*