

## **SCHEDULE OF STANDARD CONDITIONS**

### **1. Supervision**

THE HIRER will, during the period of the hiring, be responsible for supervision of the premises, the fabrics, sound panels, walls and all 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 and residential estate.

There must be at least one person over the age of 21 years of age present and in charge at all times.

### **2. Use of Premises**

THE HIRER will 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 to anything or bring onto the premises anything which might endanger the same or render invalid any insurance policies in respect thereof.

### **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, gambling, betting and lotteries.

### **4. Public Safety Compliance**

THE HIRER shall comply with the Conditions of the Public Entertainment Licence by ensuring that number of people within the Premises at any one time does not exceed 100 persons (150 when used for dancing)

THE HIRER shall take responsibility for assessing all risks associated with the purpose of hiring as described in clause 6 of the Flimwell Village Hall Hiring Agreement.

### **5. Health and Hygiene**

THE HIRER shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. No-smoking area premises.

### **6. Electrical Appliance Safety**

THE HIRER will ensure that any electrical appliances brought by him to the premises and used there shall be safe and in good working order, and used in a safe manner.

### **7. Indemnity**

THE HIRER will indemnify the Committee for the cost of any damage done to any part of the property including the cartilage thereof or the contents of the buildings which may occur during the period of the hiring as a result of or in connection with the hiring.

THE HIRER shall be responsible for making arrangements to insure against any third party claims which may lie against him or 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).

**8. Accidents and Dangerous Occurrences**

THE HIRER must report all accidents involving injury to the public to the Authorised Representative or any other member of the Village Hall Committee as soon as possible. Any failure of equipment either that belonging to the Hall or brought in by the hirer must also be reported as soon as possible.

**9. Animals**

THE HIRER will ensure that no animals (including birds) except guide dogs are brought into the hall, other than for a special event agreed to by the Committee. No animals whatsoever are to enter the kitchen at any time.

**10. Compliance with The Children Act 1989**

THE HIRER will ensure that any activities for children under eight years of age comply with the provisions of The Children Act 1989, and any amendments thereto, and that only fit and proper persons have access to the children.

**11. Fly Posting**

THE HIRER will not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the Hall, and shall indemnify the 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.

**12. Sale of Goods**

THE HIRER will, if selling goods on the premises, comply with the Fair Trading Laws and any code of practice used in connection with such sales. In particular, the Hirer will 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.

**13. Cancellation by the Hirer**

If THE HIRE wishes to cancel the booking before the date of the evening and the Committee is unable to conclude a replacement booking, the question of the payment or the repayment of the fee paid or payable under Clause 4 of the hiring agreement shall be at the discretion of the Committee. No fee is required if the cancellation happens a minimum 7 days prior to the event, in writing.

**14. Cancellation by the Committee**

THE COMMITTEE reserves the right to cancel this hiring in the event of the hall being required for use as a Polling Station for a Parliamentary, European or Local Government election or bye-election, in which case the Hirer shall be entitled to a refund of any deposit already paid.

**15. Unfit for Use**

In the event of the Hall or any part of it being rendered unfit for the use for which it has been hired (howsoever caused), the Committee will not be liable to the Hirer for any resulting loss or damage whatsoever.

**16. Refusal of Booking**

THE COMMITTEE reserves the right to refuse a booking without notice or to cancel this agreement at any time either before or during the term of the agreement upon giving 7 days notice thereof in writing to the Hirer.

**17. End of Hire**

THE HIRER will be responsible for leaving the premises and surrounding area in a clean and tidy condition (including the kitchen area and oven if used) the hall must be properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the Committee will be at liberty to make an additional charge for remedying these matters.

**18. Noise**

THE HIRER will ensure that the minimum of noise is made on arrival and departure of all using the Hall during the period of the hiring and immediately thereafter.

**19. Public Entertainment**

No public music, dancing or entertainment, plays or films shall take place in the Hall except on:-

Weekdays:	Between 10.30 a.m. and 10.30 p.m.
Saturdays & Sundays:	Between 10.30 a.m. and 11.30 p.m.

The sale of alcohol is restricted in our Village Hall, in general.

**20. Rubbish**

It is the Hirer's responsibility to provide sufficient bags for the purposes of removing all rubbish produced from the Premises. The Committee provides a waste bin, however in the instances that this is full then the excess rubbish must be taken away by the HIRER

**21. Damage**

The Hirer's deposit will be used to pay for any loss of whatever nature or damage to the Hall, equipment, contents and any additional cleaning over the normal cleaning that may be required following the hiring of the Hall by the Hirer. Any balance of deposit will be returned to the Hirer.

If the deposit is insufficient to cover the damage caused, then the Hirer will be informed and an invoice covering the additional amount, together with hire charges, will be sent to the Hirer for settlement.

**22. Period of Hire**

The period of hire of the Hall commences when the key to the Hall is accessed by the Hirer and ends when the key is returned to its safe box at the end of the event for which the Hall was hired. This period includes all preparation and laying out before the event and all time spent clearing/cleaning up at the end of the event.

**23. Sale or Supply of Alcohol**

THE HIRER is responsible at all times for the behaviour of their guests and for monitoring the supply of alcohol. This responsibility cannot be delegated to a third person.

The key responsibilities are:-

- a) the prevention of crime and disorder
- b) public safety
- c) the prevention of public nuisance, and
- d) the protection of children from harm

The key objectives in fulfilling these four responsibilities are satisfied by denying the sale and supply of alcohol to the following people:

- a) minors, people under the age of 18
- b) anyone who, in your opinion, is inebriated

THE HIRER'S decision is final in both regards.

The sale and supply of alcohol is restricted to private functions ONLY where the guests have been specifically invited or have purchased tickets to attend.

The sale or supply of alcohol at functions that are open to the general public is forbidden unless written confirmation has been obtained from the Committee at least 14 days in advance of the function.

**24. Smoking**

The premises are a no-smoking area. The premises include the hall, the car park and bordering land as in clause 5 of the Hiring Agreement.

**25. Hall Key**

Should the Hall key be lost the Hirer will be charged £50 for a replacement key. If the key is not returned to the security box at the end of the hire and a member of the Committee is called out to open the Hall for the next Hirer a £25 call out charge will be levied on the previous Hirer.

