

CHITTERNE VILLAGE HALL CONDITIONS OF HIRE

These conditions apply to all hirings of the Hall. If the Hirer is in any doubt as to the meaning of the following, the Hall Booking Secretary should immediately be consulted.

1. Supervision. The Hirer shall be present (or by the authorised representative, if appropriate) during the period of the hiring and be responsible for: the prevention of damage to the premises; the behaviour of all persons using the premises including any outside agencies supporting the event; the proper supervision of car parking arrangements so as to avoid obstruction of the highway. The Hirer is asked to report any accident, damage, or loss of contents to the Booking Secretary within 24 hours. Where appropriate the Hirer may be asked to cover the repair or replacement costs.

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 Village Hall shall be at liberty to make an additional charge.

2. Use of Premises. The Hirer shall not use the premises for any purpose other than that described in the hiring agreement and further shall not:

- sub-hire;
- allow the premises to be used for any unlawful purpose;
- do anything unlawful that may render invalid any insurance policies in respect of the premises;
- allow the consumption of alcohol without appropriate licences.

3. Licences. The Hirer shall be responsible for obtaining such licences as are required for their event, from Wiltshire Council.

4. 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.

5. Public Safety Compliance. The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, Local Magistrates' Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays. Activities involving danger to the public shall not be carried out. Highly flammable substances shall not be brought into, or used in, any portion on the premises. No unauthorised heating appliances (e.g. portable liquefied propane gas (LPG) appliances) shall be used on the premises.

6. Health and Hygiene. The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.

7. 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.

8. Indemnity. The Hirer accepts the full responsibility for all occurrences during the period of the hire and it is advised that the Hirer should take out insurance in case of any accident, damage to premises or persons, or loss of property.

9. Accidents and Dangerous Occurrences. The Hirer must report all accidents involving injury to the public to a member of the Village Hall Management Committee **as soon as possible** and complete the relevant section in the Village Hall's accident book. Any failure of equipment, either that 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 local authority. The Booking Secretary will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995.

10. Outbreaks of Fire. The Fire Brigade shall be called to any outbreak of fire, however slight. The public telephone in front of the Hall should be used to alert the Fire Brigade as mobile phones do not work in Chitterne. If possible, phone a member of the Village Hall Management Committee and give details of the incident.

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

12. 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 have access to the children.

13. Fly Posting. Please remember that fly posting is not allowed.

14. 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.

15. Cancellation. If the Hirer wishes to cancel the booking 48 hours or less before the date of the event, the Village Hall has the right to retain the deposit.

The Village Hall 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 for a Parliamentary or Local Government election or by-election;
- the Village Hall 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;
- the premises becoming unfit for the use intended by the Hirer. In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the Village Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

16. 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.

17. Equipment. The Village Hall accepts no responsibility for any equipment or other property brought onto or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property must be removed at the end of each hiring or there may well be a storage charge. After 7 days, if the property has not been removed by the Hirer, the Village Hall may 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.

18. No 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 Hall Booking Secretary. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Village Hall remain in the premises at the end of the hiring and become the property of the Village Hall or be removed by the Hirer, who must make good to the satisfaction of the Hall Committee, any damage caused to the premises by such removal.

19. No rights. The hiring agreement constitutes permission only to use the premises, on a specified date, for a specified time, and confers no tenancy or other right of occupation on the Hirer.