

**MOUNTFIELD VILLAGE HALL  
SCHEDULE OF STANDARD CONDITIONS**

**1. Supervision**

THE HIRER will, during the period of 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 obstructing the highway.

There must be at least one person over the age of 21 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 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 laws relating to gaming, betting and lotteries.

**4. Public Safety Compliance**

THE HIRER shall comply with the conditions of the Public Entertainments Licence by ensuring that the number of people within the premises does not exceed ..... persons (..... when used for dancing).

THE HIRER shall comply with all conditions and regulations made in respect of the premises by the Local Authority or 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. The hirer shall also 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. (include diagram of location when handing over keys.)

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 must be unlocked and panic bolts in good working order.

That all escape routes are free from obstruction and can be safely used.

That any fire doors are not wedged open.

That exit signs are illuminated.

That there are not any obvious fire hazards on the premises.

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

THE HIRER shall, if preparing, serving, or selling food, observe all relevant food health and hygiene legislation and regulations.

#### **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 in accordance with the Electricity at Work Regulations 1989.

#### **7. Other Equipment Safety**

THE HIRER will ensure that any other equipment brought by him to the premises (including outside grounds) and used there shall be safe and in good working order and be used in a safe manner in accordance with relevant Health and Safety legislation. Equipment such as bouncy castles must be fully insured by the hirer and must be properly supervised at all times by a responsible adult. The Committee shall not be liable for any loss or damage of whatever nature which may result from the hirer not complying with these conditions, whose activities are outside of the Committee's own insurance policies.

#### **8. Indemnity**

THE HIRER will indemnify the Committee for the cost of any damage done to any part of the property including the curtilage 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.)

#### **9. 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.

#### **10. 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.

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

THE HIRER will ensure that any activities for all children 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.

Children must be restricted from viewing age restricted films on the recommendations of the British Board of Film Classification.

**12. 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.

**13. 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.

**14. Cancellation by the Hirer**

IF THE HIRER wishes to cancel the booking before the date of the event and the Committee is unable to conclude a replacement booking, the question of payment or the repayment of the fee paid or payable shall be at the discretion of the Committee.

**15. 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.

**16. 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.

**17. 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.

**18. 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 will be at liberty to make an additional charge for remedying these matters.

#### **19. 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. Access and egress to the Hall is by the main lobby entrance and the disabled entrance on the west side of the Working Men's Club. The HIRER shall only use the sound amplification equipment that is supplied and set by the Committee at the limit permitted, and to comply with any licensing conditions of the premises. The use of any other amplified equipment is by permission of the Management Committee. Windows and doors to be kept closed while music is being played.

#### **20. Public Entertainment**

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

Weekdays: Between 10.30am and 10.45pm  
Saturdays: Between 10.30am and 11.45pm  
(with the exception of New Year's Eve)

#### **21. Rubbish**

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

#### **22. 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 the hire charges, will be sent to the Hirer for settlement.

#### **23. Period of Hire**

The period of hire of the Hall commences when the key to the Hall is received by the Hirer and ends when the key is returned at the end of the event for which the Hall was hired. It includes all preparation before the event and all time spent clearing up at the end of the event.

#### **24. Sale or Supply of Alcohol**

THE HIRER is responsible at all times for the behaviour of their guests and for

monitoring the sale or 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
- d) the protection of children from harm

The key objectives in fulfilling these four responsibilities are satisfied by denying the sale or 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 or supply of alcohol is restricted to private functions only where the guests have been specifically invited or have purchased tickets to attend.

N.B. A Temporary Events Notice (TENS) must be obtained for the sale of alcohol.

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.

## **25. Smoking**

The premises are a no-smoking area apart from designated areas outside.

## **26. Access**

Access and exit to and from the Village Hall car park is via only by the British Gypsum road at the west end of the Village Hall.