

# SCHEDULE OF STANDARD CONDITIONS

## Onley Park Village Hall Standard Conditions of Hire.

These standard conditions apply to all hiring of the hall. If the hirer is in any doubt as to the meaning of the following, the Hall Secretary should be immediately consulted.

### Supervision

The hirer shall, during the period of the hiring, be responsible for: the supervision of the premises, the fabric and the contents; their care, safety from damage however slight or change of any sort and the behavior 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 the Hall Secretary, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or the fixtures, fittings or contents and for loss of contents.

### Use of Premises

The hirer shall not use the premises for any other 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.

### Licenses

The hirer shall be responsible for obtaining such licenses as may be needed for the sale or supply of intoxicating liquor. The hirer should check with the Hall Secretary that the Village Hall holds a license with the Performing Rights Society.

### 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.

### Public Safety Compliance

The hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the 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. See schedule of special conditions.

### Health and Hygiene

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

### Electrical Appliance Safety

The hirer shall ensure that any electrical appliances bought by them to the premises and used there shall be safe and in good working order.

### Indemnity

The hirer shall indemnify the Village Hall's Management Committee, employees, volunteers agents and invitees against: (a) the cost of repair of any damage done to any part of the premises and contents of the premises and (b) all claims 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. The hirer shall take out adequate insurance to insure the hirer and members of the hirer's organisation against all claims arising as a result of the hire. (The Village Hall is insured against any claims arising out of its own negligence)

### 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 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**.

### 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 Management Committee. No animals whatsoever are to enter the kitchen at any time.

### Compliance with the Childrens Act 1989

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Childrens Act of 1989 and that only fit and proper persons have access to the children.

### 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.

### Cancellation

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

The Village Hall reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- (a) The premises being required for use as a polling station for a Parliamentary or Local Government election or bye-election.
- (b) The Village Hall Management Committee reasonably considering that 1) such hiring leads to a breach of licensing conditions or other statutory requirements, or 2) unlawful or unsuitable activities will take place at the premises as a result of this hiring.
- (c) 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.

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

### 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.

### Stored equipment

The Village 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. 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 of part of a day at the hire fee per hiring until the same is removed.

The Village Hall may, in its discretion in any of the following circumstances, namely-

- (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 purpose 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.

### 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 prior written approval of the Hall 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 Village Hall Management Committee any damage caused to the premises by the removal.

### No rights

The hiring agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

### Signed by the Onley Park Village Hall Management Committee Representative named in the Hiring Agreement.

Signed

Date

**Signed by the Hirer, or where appropriate, by the authorised representative of the Hirer named in the Hiring Agreement on behalf of the Hirer.**

Signed

Date