RUSKINGTON VILLAGE HALL

**STANDARD CONDITIONS OF HIRE OCCASIONAL HIRERS**

General

If the **HIRER** is in any doubt regarding the meaning of intention of the following conditions, The Hall Bookings Officer is to be consulted in writing.

For the purpose of these conditions, the term **HIRER** shall mean an individual hirer or, where the hirer is an organisation, the properly authorised representative of that organisation. The term **PREMISES** shall mean the building, the car park and the external fenced area surrounding the building.

1. The **HIRER** shall, during the whole period of the hiring, be solely responsible for the proper supervision of the **PREMISES** including the fabric and contents, their care, protection from damage, however slight or change of any sort. The **HIRER** is responsible for the proper behaviour of all persons using the **PREMISES**, whatever their capacity including the adequate supervision of young persons and the car parking arrangements so as to avoid obstruction of the highway or access to adjacent facilities.

2. The **HIRER** shall not use the **PREMISES** for any purpose other than that stated in the **Hire 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. The **HIRER** shall not allow the admission onto the premises of anything that may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcoholic liquor without the appropriate temporary licence/personal licence holder having first been obtained and in conjunction with the Licensing Act 2003: Mandatory Licence Conditions Order 2010.

3. The **HIRER** shall be responsible for obtaining such licences as may be required for the sale of alcoholic liquor and any other such licences as may be required in excess of that already held by the Management Committee. The **HIRER** shall be responsible establishing any such requirement and ensuring that the terms thereof are scrupulously observed throughout the period of hire. The **HIRER** shall be responsible for obtaining any copies of Public Liability Insurance/Indemnity insurance as may be required from a third party.

4. The **HIRER** shall ensure that nothing is done on the premises in contravention with the law relating to gaming, betting and lotteries.

5. The **HIRER** shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, and Magistrates Court or otherwise, particularly in connection with any event that includes public dancing or music or other similar public entertainment or stage plays. In particular, the **HIRER** shall ensure that the emergency fire exits are **kept free from obstruction** and **closed other than in such emergency for which they are intended.**

6. The **HIRER** shall name on the application form when submitted (or prior to the event taking place) the name of a **RESPONSIBLE ADULT** who shall remain in control and be present throughout the event. The named **RESPONSIBLE ADULT** shall ensure that all the conditions of hire are adhered to and that, no infringement of the Conditions of Hire are broken. Should there be a breach of the Conditions of Hire then the named **RESPONSIBLE ADULT** shall report any such breach to a member of the Ruskington Village Hall Management Committee **IMMEDIATELY**. The named **RESPONSIBLE ADULT** shall ensure that the law with respect to alcohol, persons under the age of 18 years and any other person attending the event does not cause any nuisance, damage to property or disturbance to residents in the vicinity of the Village Hall and that the **PREMISES** are vacated quietly so as not to interfere with residents.

7. The **HIRER** shall be responsible for ensuring that all relevant food health and hygiene regulations are strictly observed, if food is being prepared, served or sold on the premises during the period of hire.

8. The **HIRER** shall be responsible for ensuring that any electrical appliances introduced into the premises and used there during the period of hire are safe, in proper working order and used in a safe manner. In particular the **HIRER** shall ensure that all sound equipment is connected to the power supply in the main hall. Under no circumstances is any such equipment to be connected to power sockets in the kitchen or bar areas.

9. The **HIRER** shall be responsible for ensuring that no animals other than guide dogs are brought into the premises unless prior approval has been obtained from the Management Committee in writing

10. The **HIRER** shall ensure that the front external door is kept closed during the period of hire, in order to prevent noise pollution complaints. The **HIRER** shall ensure that the minimum of external noise is maintained on arrival at, during and on departing from the event, and that **NO MUSIC WHATEVER SHALL BE PLAYED AFTER 23.45 HOURS**

11. The **HIRER** shall be responsible ensuring that any activities for children under eight years of age comply with the provisions of The Children’s Act 1989 (as amended) or any subsequent law thereafter and that only fit and proper persons have access to the children.

12. **HIRERS** should vacate the hall **within 15 minutes (maximum) of their agreed hire period**. No member of staff has authority to reverse this condition without the permission of the Committee. Any violation will be considered a breach of contract. Should there be a dispute then the Committee will settle the matter, but no reasonable request will be rejected without due consideration

13. The **HIRER** shall be responsible for ensuring that, at the end of the hiring the premises are left in a clean and tidy condition, **ALL RUBBISH REMOVED**, properly locked and secured unless otherwise directed and that any contents temporarily removed from their proper positions are replaced. Failure to comply with the terms of this paragraph shall render the **HIRER** liable to an additional charge or a withholding of the Security Deposit at the discretion of the Management Committee.

14. The **HIRER** shall indemnify the Management Committee for **the cost of repair or refurbishment of any damage done to any part of the premises or the contents thereof, which occur during the period or HIRE or as a result of the hiring.** The **HIRER** shall agree that, on vacation of the premises, they will report any damage or breakages done during the event to the Key Holder. The **HIRER** will agree that any inspection done by the Key Holder on vacation of the premises shall be deemed as a cursory inspection only. The **HIRER** shall agree that any subsequent problem, damage or breakage discovered on a more thorough inspection during the next twenty four hours or prior to the next hirer taking over (whichever is the sooner) shall be notified back to them by the Key Holder and that any subsequent cost arising from that shall be deducted from their deposit or charged to them should the cost be in excess of the Security Deposit held.

15. If the **PREMISES** or any part thereof is rendered unfit for the use for which it has been hired the Management Committee will not be liable to the **HIRER** for any resulting loss or damage whatsoever

16. Should the **HIRER** wish to cancel the booking within 14 days of the date of the event and the Management Committee is unable to conclude a replacement booking, the sum of ten pounds (£10.00) shall be automatically deducted from the Security Deposit, if the event is cancelled in less than 72 hours the sum of fifteen pounds (£15.00) would be deducted from the Security Deposit, if no person turns up for the event the Security Deposit will not be refunded.

17. If the booking is confirmed more than **FOUR** months before the event, the **MANAGEMENT COMMITTEE** shall reserve the right to implement any change in hire fees that may be approved during this period. The **HIRER** shall then have the right to cancel the booking without penalty.

18. The **Management Committee** reserves the right to cancel this hiring in the event that the **PREMISES** is required for use as a Polling Station for a national or local election or by-election in which case the **HIRER** will be entitled to the return of any fees or charges already levied. The Management Committee will **NOT** be liable to defray any coincidental costs that the hirer might incur in these circumstances.