

## **STANDARD CONDITIONS OF HIRE**

### **1. INTRODUCTION:-**

- 1.1 For the Purposes of these Conditions of Hire, the term **THE HIRER** shall mean an individual hirer or, where the hirer is an Organisation, the authorised representative of that Organisation. **THE PREMISES** shall mean the Grayshott Village Hall and the curtilage, buildings and fittings surrounding it. **THE COMMITTEE** shall mean the Trustees of the Grayshott and Hindhead Institute and Village Hall who act as the Management Committee.
- 1.2 The clause headings do not form part of this agreement and shall not be taken into account in its interpretation.
- 1.3 These Standard Conditions of Hire constitute permission only to use the premises and confer no tenancy or other right of occupation on **THE HIRER**.
- 1.4 These Conditions of Hire shall be effective from 1<sup>st</sup> **January 2012** and supersede all previous Conditions of Hire and shall remain in effect until such time as they are superseded.

### **2. BOOKINGS:-**

- 2.1 All bookings are accepted in accordance with these Conditions of Hire.
- 2.2 All **HIRERS** must complete a Booking Application form, which should be sent to the Booking Secretary. **HIRERS** wishing to make bookings on a school term basis, must give a term's notice when making the booking and at the same time confirm the length of any half term breaks. Similarly, Organisations booking on a regular basis are asked to confirm the dates required for the following calendar year by August.
- 2.3 **THE HIRER** must be a person of 18 years of age or more at the time that the booking is made.
- 2.4 **THE COMMITTEE** reserves the right to refuse a booking without notice or to cancel this Hiring Agreement at any time either before or during the term of the Agreement. **THE HIRER** shall be entitled upon such notice to the reimbursement of such monies including any deposit or a proportion of the same as have been paid by **THE HIRER** to the Committee but **THE COMMITTEE** shall not be liable to make any further payment to **THE HIRER**.
- 2.5 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 the payment or the re-payment of the fee(s) shall be at the discretion of **THE COMMITTEE**.
- 2.6 In the event of the Hall or any part thereof being rendered unfit for the use for which it has been hired, **THE COMMITTEE** shall not be liable to **THE HIRER** for any resulting loss or damage whatsoever.
- 2.7 Bookings are accepted in accordance with the published SESSION TIMINGS & LETTING RATES, which may be changed from time to time. Details may be obtained from the Booking Secretary or Caretaker. Requests for any extension to the published Evening Session Times should be made to the Booking Secretary well in advance. Such extra time will be charged for in accordance with the published rates. Failure to vacate **THE PREMISES** by the agreed time may result in an additional charge.
- 2.8 Use of the Audio and Induction Loop System must be booked with the Booking Secretary and instruction in its use must be obtained from the Caretaker before the hiring commences.
- 2.9 **THE HIRER** shall indemnify and keep indemnified each member of **THE COMMITTEE** and the Village Hall's employees, volunteers, agents and invitees against (a) the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises (b) all claims, losses, damages and costs in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer, and (c) all claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer.
- 2.10 **THE COMMITTEE** reserves the right to charge a refundable deposit in respect of any booking which will be held against loss or damage arising from the booking. **THE COMMITTEE** reserves the right to withhold repayment of all or part of such a deposit in case of loss, damage or any other non compliance with these Conditions of Hire.

### **3. GENERAL CONDUCT AND USE OF PREMISES:-**

- 3.1 **THE HIRER** will 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 behaviour of all persons using **THE PREMISES** whatever their capacity, including the proper supervision of car-parking arrangements so as to avoid obstruction of the highway or danger to other users.
- 3.2 **THE HIRER** shall ensure that no alterations or additions are made to the premises nor any fixtures be installed or be attached in any way to any part of the premises without the prior written approval of **THE COMMITTEE**. **THE HIRER** shall report any damage, loss or breakage to the Caretaker.
- 3.3 **THE HIRER** shall ensure that notices, decorations and other items shall only be displayed and fixed in such a manner as not to cause damage or danger.
- 3.4 **THE HIRER** shall 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 do anything or bring onto **THE PREMISES** anything which may endanger the same or render invalid any insurance policies in respect thereof.
- 3.5 **THE HIRER** shall ensure that nothing is done on or in relation to **THE PREMISES** in contravention of gaming, betting or lotteries legislation.
- 3.6 **THE HIRER** shall ensure that all means of exit from **THE PREMISES** are kept free from obstruction and immediately available for use.
- 3.7 **THE HIRER** shall comply with all conditions and regulations made in respect of **THE PREMISES** by the Fire Authority, Local Authority, the Licensing Authority 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.
- 3.8 **THE HIRER** shall ensure that any activities for or involving children comply with the provisions of all relevant legislation and that only fit and proper persons have access to the children during the period of the Hiring.

# Grayshott & Hindhead Institute & Village Hall

Registered Charity No. 301837

- 3.9 **THE HIRER** shall ensure that the fixtures and fittings are not altered, adjusted or removed without the written permission of **THE COMMITTEE**.
  - 3.10 **THE HIRER** shall ensure that any electrical appliances brought by them onto **THE PREMISES** and used there are in good, safe working order and are used in a safe manner in accordance with the Electricity at Work Regulations 1989.
  - 3.11 **THE HIRER** shall ensure that Heating appliances are not brought onto **THE PREMISES** without the written permission of **THE COMMITTEE**.
  - 3.12 **THE HIRER** shall ensure that highly flammable substances are not brought into, or used in any part of the premises. The use of naked flames (eg candles) is **not** usually permitted. Requests to temporarily suspend this condition (eg to permit the use of night-lights as table decorations for a dinner function) shall be made in writing to the booking secretary not less than 3 months before the date of the event and shall be accompanied by full details of the proposal and a risk assessment. Such requests will be considered by **THE COMMITTEE** and if agreed will be confirmed in writing.
  - 3.13 **THE HIRER** shall ensure that the use of **THE PREMISES** does not cause a nuisance to the surrounding inhabitants and in particular ensure that the minimum of noise is made on arrival and departure.
  - 3.14 **THE HIRER** shall be responsible for leaving **THE PREMISES** in a clean and tidy condition at the end of each hiring period and for ensuring that any contents temporarily removed from their usual positions are replaced. Failure to comply with this condition may incur an additional charge.
  - 3.15 **THE HIRER** shall ensure that spillages are cleared-up promptly to ensure that they do not create a hazard. Cleaning equipment is available in the disabled toilet area.
  - 3.16 **THE HIRER** shall ensure that ladders are used in a proper and safe manner. Guidance relating to the safe use of ladders is on display.
  - 3.17 **THE HIRER** shall ensure that tables and chairs are stacked, transported and used in a safe manner. Trolleys are available for transporting tables and chairs.
  - 3.18 **THE HIRER** shall ensure that bottles, boxes and large amounts of rubbish are removed by **THE HIRER** from **THE PREMISES** at the end of the hiring.
  - 3.19 **THE COMMITTEE** 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 equipment stored by agreement) must be removed at the end of each hiring or fees may be charged for each day or part day until the same is removed.
  - 3.20 The Caretaker will assist **THE HIRER** in the setting out of tables, chairs etc if advised not less than 3 working days in advance.
  - 3.21 Smoking is not permitted in any part of the building.
  - 3.22 **THE HIRER** must ensure that any instruction given by the Caretaker or any member of **THE COMMITTEE** is complied with.
4. **ALCOHOLIC LIQUOR & DRUGS:-**
- 4.1 The **SALE** of alcoholic liquor can be permitted under the Village Hall's Premises Licence. If **THE HIRER** wishes to offer alcohol for **SALE** the prior **WRITTEN** permission of **THE COMMITTEE** must be obtained. Where permission is granted **THE HIRER** shall ensure that all bar staff are briefed regarding the requirements of the Licensing Act 2003 and that children under the age of 16 years are only admitted to the premises if accompanied by an adult.
  - 4.2 **THE HIRER** shall ensure that in order to avoid disturbing neighbours to the hall and avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises immediately. In case of serious disturbance the police shall be summoned without delay. *Note:- It is a criminal offence for any person to sell alcohol to a young person under the age of 18 anywhere.*
  - 4.3 No illegal drugs may be brought onto the premises.
5. **REGULATED ENTERTAINMENT:-** *[Including a performance of a play, a performance of live music, any playing of recorded music, a performance of dance, entertainment facilities for making music, entertainment facilities for dancing, exhibition of films]*
- 5.1 **THE HIRER** shall ensure that all requirements of The Premises License issued by East Hampshire District Council are complied with whenever any regulated activity is carried-on and in particular:-
    - 5.1.1 That all fire exits are unlocked and panic bolts are in good working order.
    - 5.1.2 That all fire escape routes are free of obstructions and can be safely used.
    - 5.1.3 That fire doors are not wedged open.
    - 5.1.4 That exit signs are illuminated.
    - 5.1.5 That there are no obvious hazards on the premises.
    - 5.1.6 That the maximum permitted number of persons is not exceeded.
    - 5.1.7 That the regulated entertainment is only carried-on during the permitted hours.
    - 5.1.8 That the required number of attendants is provided.
    - 5.1.9 That only persons who have attained the appropriate age are admitted to age restricted films.
  - 5.2 A copy of the licence and associated conditions may be obtained from the Booking Secretary.
  - 5.3 Seating, if any, must be set out in accordance with one of the standard plans as advised by **THE COMMITTEE**.
  - 5.4 **THE HIRER** shall advise the Booking Secretary in writing at least 48 hours in advance of the name of the responsible person (who must be at least twenty one years of age) who will be in charge of and present in **THE PREMISES** whenever licensable public entertainment is provided.

# Grayshott & Hindhead Institute & Village Hall

Registered Charity No. 301837

*[Please note:- The Theatre Lighting & Fittings (excluding the basic, readily operable Stage & Auditorium Lighting) are not the property of the Village Hall and consequently not automatically available for use. If the **HIRER** requires the use of this equipment a separate arrangement must be made with the Grayshott Stagers. **THE COMMITTEE** cannot accept responsibility for any such arrangements.]*

## 6. USE OF COPYRIGHT MUSIC:-

- 6.1 **THE HIRER** shall ensure that any use of copyright music is properly licensed.
- 6.2 **THE COMMITTEE** holds a joint PRS (Performing Right Society) and PPL (Phonographic Performance Ltd) license in respect of the use of copyright music in **THE PREMISES**. The PRS element relates to the use of musical compositions (including lyrics) and the PPL element relates to the use of recorded music.
- 6.3 **VOLUNTARY** groups using copyright music covered by PRS and/or PPL will usually be covered by the license held by **THE COMMITTEE**.
- 6.4 **NON-VOLUNTARY** groups (for example, but not exclusively, dance or exercise groups that are run by an individual or organisation and realise a commercial income from their use of the Village Hall) will, in addition, usually require their own license in respect of their use of recorded music.
- 6.5 Where **THE COMMITTEE** believes that **THE HIRER** may be considered as a 'non-voluntary' group in respect of the use of copyright music **THE COMMITTEE** may require **THE HIRER** to produce written evidence that any use of copyright music is properly licensed. Failure to produce satisfactory evidence will entitle **THE COMMITTEE** to cancel the booking(s) without compensation.
- 6.6 Further information and guidance regarding the use of copyright music may be obtained from Performing Right Society Ltd., 29-33 Berners Street, London W1T 3AB. [prsformusic.com/ppljointlicence](http://prsformusic.com/ppljointlicence) or from Phonographic Performance Ltd., 1, Upper James Street, London W1F 9DE. [ppluk.com](http://ppluk.com)

## 7. TEMPORARY EVENT NOTICES (TENS):-

- 7.1 In order to hold a licensable activity (eg indoor sporting events, boxing or wrestling) not covered by the Village Hall's Premises License a Temporary Event Notice (TEN) will need to be given to the licensing authority. The Hirer shall obtain the written consent of **THE COMMITTEE** before giving the licensing authority a TEN. Failure to do so will result in cancellation of the hiring without compensation.

## 8. USE OF KITCHEN:-

- 8.1 **THE HIRER** shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. Further guidance may be obtained from East Hampshire District Council at Petersfield.
- 8.2 **THE HIRER** shall ensure that the kitchen is kept clear of coats, handbags, paperwork, etc. and that it is only used for the preparation and serving of food.
- 8.3 **THE HIRER** shall ensure that the kitchen and appliances are left in a clean condition after use. Cleaning equipment and materials are available in the kitchen.
- 8.4 **THE HIRER** shall ensure that no dogs or other animals are allowed to enter the kitchen.
- 8.5 **THE HIRER** should note that the Kitchen is a shared facility available to other users of the various rooms within **THE PREMISES** and that exclusive use is not guaranteed.

## 9. IN CASE OF EMERGENCY:-

- 9.1 **THE HIRER** shall familiarise him/herself before the hiring commences with the procedure as displayed in **THE PREMISES** to be followed in the event of fire or other emergency and ensure that it is complied with.
- 9.2 **THE HIRER** shall ensure that the Fire Brigade is called to ANY outbreak of fire, however slight, and that the building is evacuated.
- 9.3 **THE HIRER** shall ensure that the building is evacuated and the relevant body summoned in the event of any other situation where there is an actual or potential danger to users of **THE PREMISES** (e.g. a suspected gas leak).
- 9.4 **THE HIRER** acknowledges that the Basic First Aid supplies provided in the kitchen may be used at the **HIRER'S** risk and that **THE COMMITTEE** can not accept responsibility for their use.
- 9.5 **THE HIRER** shall report any injury, accident or other such occurrence to the Caretaker or Booking Secretary as soon as is practical.
- 9.6 Any failure of equipment belonging to the Village Hall or brought in by **THE HIRER** must be reported as soon as possible.

## 10. INSURANCE:-

- 10.1 **THE HIRER** shall take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against the Hirer's liability and all claims arising as a result of the hire and on demand shall produce the policy and current receipt or other evidence of cover to the Hall Booking Secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the Hall Booking Secretary to rehire the premises to another hirer.
- 10.2 **THE COMMITTEE** is insured against any claims arising out of its **own** negligence only.

**Grayshott Village Hall Management Committee**

dated:- 13<sup>th</sup> December 2011