

# Topcliffe & Asenby Village Hall

Front Street  
Topcliffe  
North Yorkshire  
YO7 3RJ  
Reg. Charity No. 1003803



## STANDARD CONDITIONS OF HIRE

These standard conditions apply to all hires of Topcliffe & Asenby Village Hall. If the hirer is in any doubt as to the meaning of the following, advice should be sought from a member of the Village Hall Committee (herein after referred to as the committee).

### 1. General information about booking the hall

- 1.1 The Village Hall is available for hire to local organisations, businesses and individuals in accordance with these Standard Conditions of Hire.
- 1.2 All bookings must be made via the Hallmaster bookings system and each booking constitutes a formal contract.
- 1.3 Hirers must clearly state the purpose of the hiring on the booking form and indicate any licensable activities, including consumption of alcohol, that will take place. The committee must be informed if the hirer intends to apply to the local authority for a Temporary Entertainments Notice for the sale of alcohol.
- 1.4 Bookings are not accepted from persons under the age of 18.
- 1.5 Bookings for private parties for young people aged 13 to 19 will not be accepted.
- 1.6 All events booked on an evening must finish by 12 midnight.
- 1.7 Payments for all hires are required via Pay Pal or BACs unless, in special cases, an alternative arrangement is made.
- 1.8 Charges will be set by the committee and reviewed at the AGM in May/June each year. The charges will be based on a standard hourly rate which may be adjusted as agreed by the committee for the following classes of hirer:
  - Regular bookings by voluntary/community groups.
  - Private Party bookings by Topcliffe or Asenby residents/non-residents.
  - Businesses and public bodies.
- 1.9 To claim 'regular' status, the hirer must make, pay for and complete, five or more bookings within a two-month period and be prepared to make future bookings for a further 4-6 month period.
- 1.10 Only the specific rooms booked may be used by the hirer and those attending the activity/event.
- 1.11 A bookings calendar and record of all bookings, including contact details of the hirer(s), will be maintained on the online Hallmaster bookings system.
- 1.12 Any hirer whose booking coincides with the date chosen by the government or local authority for an election must give way so that the Village Hall can be used as a Polling Station. (See clause 19). The committee will reimburse any fee paid and will do what it can to facilitate an alternative date for the displaced booking.

### 2. Supervision

- 2.1 During the period of the hiring, the hirer is 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.
- 2.2 Hall users are asked to respect neighbours by parking cars sensibly and keeping noise levels down, particularly when leaving the hall late at night.
- 2.3 The hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

### 3. Use of Premises

- 3.1 The hirer shall not use the premises for any purpose other than that described in the Hiring Agreement. Nor shall the hirer sub-hire the premises or use them for any unlawful purpose or use them in any unlawful way. Neither the hirers or guests of hirers may behave in a manner, or bring onto the premises anything which may endanger either the buildings or persons within the premises, that could render invalid any insurance policies in place.
- 3.2 Performances involving danger to the public or of a sexually explicit nature shall not be given.
- 3.3 If using sound amplification equipment, hall users must keep sound to a reasonable and socially acceptable level and have due regard for neighbours and the central location of the village hall.
- 3.4 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 committee shall be at liberty to make an additional charge.
- 3.5 The Village Hall is checked and cleaned weekly. It is a condition of hire that all rooms are left in a clean and tidy condition. Any problems should be reported to Bookings Administrator as soon as possible after they are identified.
- 3.6 Used tea towels should not be hung on the oven door: they should be placed in the washing bag.
- 3.7 Hirers must ensure all lights are switched off before leaving the hall.

### 4. Licences

- 4.1 The Village Hall holds a Performing Rights Society Licence and Phonographic Performance Ltd Licence which permit the use of copyright music in any form e.g. record, compact disc, tapes, radio, television or by performers in person.
- 4.2 The consumption of alcohol in the premises is allowed and no licence is necessary if the alcohol is provided free of charge or if consumers bring and consume their own alcohol.
- 4.3 If the sale of alcohol is planned, the hirer must apply to the local authority for Temporary Entertainment Notice (TEN) and the hirer is responsible for meeting all the requirements demanded by the TEN. The committee must be informed if a TEN is being applied for.

## **5. Public Safety Compliance**

- 5.1 The hirer shall comply with all conditions and regulations made in respect of the premises by the local authority, the 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.
- 5.2 Hall bookings are completed electronically and there is normally no personal introduction to the hall or its facilities. Hirers are expected to familiarise themselves with:
- the location of emergency exits (and method of operation of escape door fastenings), escape routes and fire extinguishers.
  - the location of fire doors, access to which must always be kept free, and to ensure they are kept closed.
- 5.3 In advance of an entertainment or play the hirer shall check that:
- all fire exits are unlocked and panic bolts in good working order.
  - all escape routes are free of obstruction and can be safely used.
  - any fire doors are not wedged open.
  - exit signs are illuminated.
  - there are no obvious fire hazards on the premises.
- 5.4 The emergency lighting supply illuminating all exit signs and routes must remain on during the whole of the time the premises are occupied.
- 5.5 The Fire Brigade must be called to any outbreak of fire, however slight, and details thereof shall be given to the committee.

## **6. 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.

## **7. Health and Hygiene**

If preparing, serving or selling food, the hirer must 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. The premises are provided with a refrigerator, but not a thermometer.

## **8. Smoking and Vaping**

The hirer shall, and shall ensure that the hirer's invitees, comply with the prohibition of smoking or vaping in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises.

## **9. Electrical Appliance Safety**

- 9.1 Performers bringing electrical equipment into the hall must ensure that all equipment has been PAT tested within a year of the performance, unless the equipment is less than twelve months old.
- 9.2 All equipment used shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989.
- 9.3 Where a residual circuit breaker is provided, the hirer must make use of it in the interests of public safety.

## **10. Insurance and Indemnity**

- 10.1 Performers hiring the hall, or those hired and paid a fee by the committee to undertake a performance, will be treated as commercial parties and must have their own public liability insurance.
- 10.2 Hirers shall be liable for:
- i) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises.
  - ii) all claims, losses, damages and costs made against or incurred by the committee, volunteers, agents or invitees 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
  - iii) all claims, losses, damages and costs made against or incurred by the committee, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the hirer, and subject to sub-clause 10.3, the hirer shall indemnify and keep indemnified accordingly each member of the committee, volunteers, agents and invitees against such liabilities.
- 10.3 The committee shall take out adequate insurance to insure the liabilities described in sub-clauses 10.2.i and may, at its discretion and in the case of non-commercial hirers, insure the liabilities described in 10.2. ii and 10.2 iii above.
- 10.4 The committee is insured against any claims arising out of its own negligence.

## **11. Accidents and Dangerous Occurrences**

- 11.1 All accidents involving injury to the public must be reported to the Bookings Administrator as soon as possible after the incident and the relevant section in the Village Hall's accident book must be completed.
- 11.2 Any failure of equipment belonging to the Village Hall or brought in by the hirer must also be reported as soon as possible.

## **12. Explosives and Flammable Substances**

The hirer shall ensure that:

- no highly flammable substances are brought into or used in any part of the premises.
- no internal decorations of a combustible nature shall be erected without the consent of the committee.
- no decorations are to be put up near light fittings or heaters.

### **13. Heating**

- instructions for the use of the heaters are posted near the heater control units (main hall, upper meeting room and entrance lobby).
- The hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the committee.
- portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

### **14. Drunk and Disorderly Behaviour and Supply of Illegal Drugs**

- 14.1 In order to avoid disturbing neighbours to the hall and to avoid violent or criminal behaviour, the hirer will ensure care is taken to avoid excessive consumption of alcohol.
- 14.2 Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity.
- 14.3 Alcohol shall not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18.
- 14.4 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 and where appropriate the police should be contacted.
- 14.5 No illegal drugs may be brought onto the premises.

### **15. Animals**

The hirer shall ensure that no animals or birds (except guide dogs) are brought into the premises, other than for a special event agreed to by the committee. No animals whatsoever are to enter the kitchen at any time.

### **16. Compliance with the Children Act 1989**

- 16.1 The hirer shall have regard to the hall's Safeguarding Policy and 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 who have passed the appropriate Criminal Records Bureau checks have access to the children.
- 16.2 Hirers should also investigate if checks are applicable for children over eight and for vulnerable adults who are taking part in activities.
- 16.3 The hirer shall provide the committee with a copy of their Disclosure and Barring Service (DBS) checks (formerly known as CRB checks) and Child Protection Policy on request.

### **17. Fly Posting**

The hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises and shall indemnify and keep indemnified each member of 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.

### **18. Sale of Goods**

If selling goods on the premises, the hirer shall 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.

### **19. Cancellation**

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 repayment of the fee shall be at the discretion of the committee, which 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 committee reasonably considering that (i) such hiring will lead 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
- an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters. In any such case the hirer shall be entitled to a refund of any monies already paid, but the committee shall not be liable to the hirer for any resulting direct or indirect loss or damages whatsoever.

### **20. Stored Equipment**

- 20.1 Equipment may only be stored with the prior approval of the committee. 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 stored equipment) must be removed at the end of each hiring or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.
- 20.2 The committee 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 seven days after the agreed storage period has ended.
- (b) in respect of any other property brought on to the premises for the purposes of the hiring, failure by the hirer to remove the same within seven 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.

**21. No Alterations**

- 21.1 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 committee.
- 21.2 Any alteration, fixture or fitting or attachment so approved shall at the discretion of the committee remain in the premises at the end of the hiring. I
- 21.3 These items will become the property of the committee unless removed by the hirer who must make good to the satisfaction of the committee or, if any damage caused to the premises by such removal.

**22. No Rights**

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the hirer.