

# Hawkley Parish Hall - Terms & Conditions of Hire

**Covid 19- The hirer undertakes to adhere to all government guidelines with regard to social distancing and spacing.**

## **Preliminaries**

These are the Standard Conditions of Hire for the Hawkley Parish Hall (which expression shall include the Hall, its car park, the Cricket Pitch and the access road) between the Trustees of the Hawkley Parish Hall (hereinafter referred to as the HPH) and the Hirer of the Hall, whether an organization, corporation or an individual, hereinafter referred to as the Hirer. The Person who signs the booking form shall be deemed to be The Hirer, either as an individual or as the Authorised Representative of any organization or corporation. Any additional conditions imposed under the Premises or any other License or that the HPH deem necessary shall form part of the terms of this Hiring Agreement unless specifically excluded by agreement in writing between the HPH and the Hirer.

## **Warranties**

The Hirer warrants that he is over 21, and, in the case of any organization or corporation, that he is their Authorised Representative. He agrees with the HPH to be present during the hiring or be represented by an authorised person and to comply fully with this Hire Agreement.

The HPH give no warranty that the Hall is suitable for the use which the Hirer intends to put it, albeit should any part or equipment of the Hall be unfit for its intended purpose at the time of inception of the Hire, it having been intended between the parties to be part of the Hire, then an appropriate refund from the Hire will be allowable by the HPH.

It is recommended that prior to the Hire commencing, the Hirer arranges a suitable date and time to visit the Hall with a representative of the HPH to fully understand the workings of all facilities, and this is a prerequisite of any lease which includes the Kitchen.

This Agreement constitutes permission only to use the premises for the purposes of the Hire and confers no tenancy or other right of occupation on the Hirer.

None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.

## **1. Use of premises**

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. The HPH reserves the right to refuse admission to any person or persons without reason.

### **1.1. 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.

### **1.2. Licensable activities**

The Village Hall has a Premises Licence. If other licenses are required in respect of any activity in the Hall, the Hirer should ensure that they obtain the relevant license. Alcohol may be consumed on the premises but the sale of alcohol is not allowed unless using the hall bar and designated bar staff. This paid bar service may be available on request and at the discretion of the HPH.

## **2. Supervision**

The Hirer accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions under this Agreement relating to management and supervision of the premises are met.

The Hirer should have sufficient competent attendants on duty in the Hall to assist people entering and leaving, and generally supervising the event. The maximum number of users of the hall is 150 persons. The Hirer shall be responsible for supervision of the premises, the structure 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 and damage to the Cricket Pitch or the Village Green. Parking is not allowed on the Cricket Pitch or the Village Green unless specifically authorized by the HPH or Parish Council respectively, and a further charge for this may be payable to the appropriate party. The Hirer shall make good or pay for all damage (including accidental damage) to the premises, grounds or to the fixtures, fittings or contents and for loss of contents.

### **2.1. Children under 8**

The Hirer shall ensure that all activities for Children under 8 comply with provisions of The Children Act 1989 and that only fit and proper persons have access to the children.

### **2.2 Other children**

Parties primarily for children between the ages of 9 and 21 will not be permitted unless supervised with an adult/child ratio of 1:20 by an adult(s) whose name(s) and mobile telephone number(s) must be given at the time of booking. Such bookings require the specific approval of the HPH.

### **2.3. Drunk and disorderly behaviour and supply of illegal drugs**

The Hirer shall ensure that excessive consumption of alcohol is controlled and that 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 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 must be asked by the Hirer to leave the premises. No illegal drugs may be brought onto the premises.

## **3. Public Health and Safety Compliance**

The Hirer shall comply with all conditions and regulations made in respect of the Hall by the Local Authority, the Licensing Authority, and the Hall's Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, or at which alcohol is sold or provided or which is attended by children. The Hirer shall also comply with the HPH's health and safety policy.

The Hirer acknowledges having 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
- Escape routes and the need to keep them clear.
- Method of operation of escape door fastenings.
- The importance of closing fire doors in the event of a fire.

In advance of a show, exhibition, entertainment or play the Hirer shall check the following items:

- That all fire exits are unlocked and panic bolts in good working order.
- That all escape routes are free of obstruction and can be safely used.
- That any fire doors are not wedged open.
- That exit signs are clear.

That there are no unmanaged fire hazards on the premises.

The Hirer is responsible for ensuring that all visitors are aware of all fire precautions.

### **3.1. Means of escape**

All means of exit from the Hall must be kept free from obstruction and immediately available for instant free public exit. Emergency lighting, Smoke and heat alarms must not be switched off or otherwise tampered with.

### **3.2. Outbreaks of fire**

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Health and Safety Representative.

### **3.3. Food Health and Hygiene**

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.

### **3.4. Electrical appliance safety**

The Hirer shall ensure that any electrical appliances brought into the Hall for use shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is required the Hirer must make use of it in the interests of public safety.

The HPH do not accept any responsibility should any such appliance activate the systems that protect the Hall's power supply. The cost of rectifying any damage done to the Hall's electrical supply system will be recovered from the Hirer.

The HPH do not accept any responsibility for any inconvenience or loss including consequential loss that may occur due to a power failure caused by any of the above, or by the power company or its equipment or lines failing to supply the Hall.

### **3.4. Smoking**

The Hirer shall ensure compliance with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made there under. Smoking is not permitted in any part of the Hall, on the veranda or within 6 feet of the building, and any person who breaches this provision must be asked by the Hirer to leave the Hall for the rest of the hire. Smoke machines are not allowed anywhere in the Hall.

### **3.5. Animals**

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the Hall or onto the Cricket Pitch, unless especially agreed by the HPH. No animals whatsoever are to enter the kitchen at any time.

### **3.6. Explosives and flammable substances**

The Hirer shall ensure that:

- Highly flammable substances are not brought into, or used in any part of the Hall, and that
- No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the management committee. No decorations are to be put up near light fittings or heaters.
- No naked lights, including candles, are permitted without prior consent of the HPH.

### **3.7. Unauthorised Heating**

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 HPH. Portable Liquefied Propane Gas (LPG) heating appliances cannot ever be used.

## **4. Risk and Insurance**

The Hirer shall be liable for:

- 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
- all claims, losses, damages and costs made against or incurred by the HPH, their employees, 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
- all claims, losses, damages and costs made against or incurred by the HPH, their employees, 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 the Hirer shall indemnify and keep indemnified accordingly each member of the HPH and the Hall's employees, volunteers, agents and invitees against such liabilities.

## **5. General**

### **5.1. Accidents and dangerous occurrences**

The Hirer must report all accidents involving injury to the public to the Health and Safety Representative of the HPH as soon as possible and complete the relevant section in the Hall's accident book, which is located with the First Aid kit in the kitchen.

### **5.2. 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 HPH 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.

### **5.3. Sale of goods**

The Hirer shall, if selling or permitting the sale of goods on the premises, 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 organizer's name and address.

### **5.4. Film shows**

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. The Hirer should ensure that they have the appropriate licenses to show films.

### **5.5. Noise**

The Hirer shall ensure that the minimum of noise is made on arrival and departure and in compliance with the Premises licence strictly limit any noise after 23:00. The Hirer shall respond positively to any and all complaints from neighbours about excessive noise or unacceptable behaviour.

### **5.6. Dangerous and unsuitable performances**

Performances involving danger to the public, public offence or of a sexually explicit nature are not permitted.

### **5.7. Subcontracted activities**

The Hirer shall ensure that all subcontracted activities (such as bouncy castles, discotheques, magicians etc.) are fully insured for all liabilities arising out of their operations.

### **5.8. No alterations**

No alterations or additions may be made to the Hall nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the Hall without the prior written approval of the HPH. This does not apply to the utilization of existing hooks and batons affixed to the walls for such purposes. No sticky tape or blue tack may be used on the walls or doors. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the HPH remain in the Hall at the end of the hire. It will become the property of the HPH unless removed by the Hirer who must make good to the satisfaction of the HPH any damage caused to the Hall by such removal.

### **5.9. Stored equipment**

The HPH accept no responsibility for any stored equipment or other property brought on to or left at the Hall, 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.

The HPH may use their discretion in any of the following circumstances:

- Failure by the Hirer either to pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended
- Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in the HPH disposing 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.

### **5.10. Deliveries**

Deliveries to the Hall may only be made during the hire period and must be supervised by the Hirer or their authorised representative. Fire exits must not be obstructed as a result of any such deliveries

## **6. End of hire**

The Hirer is responsible for leaving the Hall and the surrounding area in a clean and tidy condition, properly locked and secured with all fire doors closed unless directed otherwise, and any contents temporarily removed from their usual positions (i.e., chairs and tables) properly replaced, otherwise the HPH shall be at liberty to make an additional charge. It is the responsibility of the Hirer to ensure that all persons including helpers, musicians, and bar staff, etc, vacate the Hall. Kitchen equipment must be thoroughly cleaned and replaced in the cupboards provided and rubbish removed from the site. All breakages or damages must be reported to the Booking Secretary as soon as possible.

The hall must be left entirely clean or a charge will be levied for professional cleaning against the deposit money taken.

**Wipe any spillages immediately with damp/dry cloth. Under no circumstances use water or a wet mop on the wooden floor.**

**All external doors must be locked- paying particular attention to changing room doors- failure to do this will result in forfeiture of deposit.**

## **7. Complaints**

The Hirer shall notify the Booking Secretary of any complaint relating to the event or hire of the Hall in writing within **14 days** of the hire date.

## **8. Payment**

A refundable security deposit will be required for all bookings at the time of booking which will be refunded within 14 days following the end of the hire if the Hall is deemed to have been left in a satisfactory condition and no cancellation charges are due.

The security deposit charges are £100 for a standard hall booking and £300 for parties and weddings.

**100% of booking fee payable at time of booking** for all bookings less than £100- otherwise 50% of the booking fee is required at time of booking with the final 50% due 14 days prior to the booking.

The HPH apply variable charges dependent upon the degree of commitment of the Hirer to the Hall, and offer precedence to those who have so committed, and reserve the right to reject any application for the hire of the Hall.

**A charge of £100** will be made if the keys for the Hall are lost or otherwise not returned to the Booking Secretary.

## **9. Cancellation**

In the event that the Hirer cancels the booking, which will only be accepted by the HPH if it is given in writing to the Booking Secretary, the security deposit will be returned but the following charges will be applied:

- More than 3 months notice: fully refundable
- More than 28 days notice: 25% of the hire cost
- Less than 28 days notice: 50% of the hire cost.
- Less than 14 days notice: 100% of the hire cost

The HPH reserve the right to cancel any booking or to change hire charges by giving 4 weeks written notice to the Hirer in advance and shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever. Wherever possible the HPH will try to avoid such variation or cancellation, but will not be able to do so if the Hall is required for use such as a Polling Station for an election, or for necessary repairs or improvements. In any cancellation by the HPH, they will refund the security deposit and any hire paid in advance

## **10. Additional Advice and Information**

The attached sheet must be read by the Hirer and the Hirer is responsible for ensuring compliance with it, where appropriate, and this sheet consequently forms part of these conditions where appropriate.

**By making the deposit/initial payment and completing the booking form, the Hirer is accepting all terms and conditions herein.**