



Standard Conditions of Hire

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

Definitions: *The Hirer shall mean the person hiring or their agents or anyone acting on their behalf or under their instruction.*

1(a) The Hirer shall, during the period of the hiring, be responsible for 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 proper supervision of car parking arrangements.*

NB Cars must NOT be parked in Rectory Lane between the Lychgate and the Hall. After unloading, cars must be removed to the parking areas between the Lychgate and the Road. Under no circumstances should access via the lane be blocked. The bottom of the lane (past the Hall) is private property and must not, under any circumstances, be used for the turning of cars.

(b) The Hirer shall make good or pay for all damage (including accidental damage) and losses to the premises or to the fixtures, fittings or contents and for loss of contents.

2. 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 nor bring onto the premises anything which may endanger the same or render invalid any insurance policies licenses or permissions in respect thereof, nor allow the consumption of alcohol thereon without written permission.

3. The Hirer shall inform the Management Committee their intention to supply or sell alcohol on the premises and to comply with whatever instructions the designated premises supervisor gives in this respect.

4. 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.

5. The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority and the terms of the Licensing Act 2003 or otherwise particularly in connection with any event which includes public dancing, or music or other similar public entertainment or stage plays.

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

7. The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, and in good working order, and used in a safe manner and shall not endanger the fabric or services of the Hall

8. The Hirer shall indemnify the Committee and all its 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 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 (including the storage of equipment) by the Hirer.

NO furniture (e.g., chairs/tables) may be removed from the Hall nor used externally without express permission of the Management Committee.

The Hirer shall take out adequate insurance they see fit to ensure the Hirer and members of the Hirer's organization and invitees against all claims arising as a result of the hire and on demand shall produce the policy and current receipt or other evidence of the cover to the Hall Secretary.

The Village Hall is insured against any claims arising out of its own negligence.

9. The Hirer should be aware that a First Aid Kit is provided in the kitchen; any use of the kit should be noted in the Incident Book(stewards Log) provided and reported to the Hall Secretary. If a steward from the Hall committee is present they will carry out such duties

10. The Hirer shall ensure that no animals (including birds) **excluding guide dogs** shall be brought onto the premises other than for a special event agreed by the Village Hall Committee. **No animals whatsoever are to enter the kitchen at any time.**

11. The Hirer shall ensure that any activities for children less than 8 years of age comply with the provision of The Children's Act of 1989 and that only fit and proper persons have access to the children.

12. The Hirer shall not carry out or permit fly-posting or any other form of unauthorized advertisements for any event taking place at the premises and shall indemnify and keep indemnified the Village Hall Committee accordingly against all actions, claims and proceedings arising from any breach of this condition.

13. The Hirer shall if selling goods on the premises comply with all Fair Trading Laws and any Code of Practice in connection with such sales and obtain whatever licenses are required by the local licensing authority

14. If the Hirer wishes to cancel the booking before the date of the event any 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 Committee. The Village Hall Committee reserve 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, or (b) it is reasonably deemed that a breach of Statutory Requirements may take place, and (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 Committee shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

15. 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 positions properly replaced otherwise the Village Hall Committee shall be at liberty to make an additional charge. NB All rubbish must be bagged and removed from the premises - there is no specific refuse collection from the Hall.

16. The Hirer shall ensure that the minimum of noise and disruption is made on arrival and departure, particularly late at night and early morning.

17. The Village Hall Committee accepts no responsibility for any property of the Hirer which remains on the premises (e.g., overnight)

18. **The Hirer must obtain permission from the Village Hall Committee to attach any article, decorations, etc., to any part of the premises, particularly internal walls.**

19. It is an offence to smoke in the hall and anyone doing so will be subject to a fixed penalty fine.

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

Conditions Village Hall Dec 2010 

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CRADLEY VILLAGE HALL

21st Century facilities in a 15th Century setting

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Schedule of Special Conditions

Special Conditions of Hire to comply with The Public Entertainment Licence issued under the Local Government (Miscellaneous Provisions Act 1982 and the Theatre License issued under the Theatres Act 1968, and the Licensing Act 2003.)

1. The Hirer hereby acknowledges receipt of a copy of the Special Conditions.
2. The Hirer (who must be aged 18 or over) hereby 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 of the Public Entertainments/Stage Play Licence are met.
3. The maximum number of persons admitted to the premises is 100 standing (80 seated)
4. There shall in addition to the Hirer be a minimum of 2 competent stewards of not less than 18 years of age, on duty on the premises during the hire period. It is recommended that at least one of the stewards carries a mobile 'phone.
5. The Hirer and Stewards shall complete the Village Hall Stewards Log Book and sign to accept their duties under the Conditions of Hire.
6. Prior to the admission of the public the Hirer shall check the following:-
 - a) That all fire exits are unlocked and panic bolts in good working order.
 - b) That all escape routes are free of obstruction and can be safely used.
 - c) That any fire doors are not wedged open.
 - d) That exit signs are illuminated.
 - e) That there is no obvious fire hazards on the premises.
 - f) Indicate to those attending/visitors the location of the emergency exits
- 7.) **The Stewards should regularly check that no vehicles are parked in Rectory Lane, outside the Hall, and there are no obstructions to hinder Emergency Vehicles.**
8. In the event of a FIRE the Hirer shall:-

a) Call the Fire Brigade on 999 (The nearest public telephone box is outside the Post Office if no mobile available).

b) Order and Supervise the evacuation of the public.

c) If safe to do so extinguish fire and/or remove any flammable material.

d) Provide the Hall Secretary with details of incident at earliest opportunity.

9. No unauthorized heating appliances shall be permitted on the premises when open to the public without the written authority of the Village Hall Committee. (*See para.7 of General Conditions*)

10. The Hirer shall at the end of the function ensure that:-

a) The public leave quietly without causing a nuisance.

b) Tables and chairs are clean and returned to the storage area.

c) All rubbish is bagged and removed.

d) Lighting and power points are turned off.

e) The building is secured/the Hall Secretary is on site to undertake this duty

f) The keys are returned to the Hall Secretary or nominated place/unless the Hall Secretary is on site

11. Licensing Act 2003: The objectives of the act are, the Prevention of Crime and Disorder, Public Safety, Prevention of Public Nuisance and Protection of Children from Harm. **Cradley Village Hall has a license to sell alcohol and provide entertainment and must adhere to the conditions laid down under this Act. Hirers must be aware of the conditions as summarized below.**

12. Under Age Drinking - it is an offence to purchase for or allow alcohol to be consumed by anyone under the age of 18, nor may a person under 18 purchase for themselves **nor consume** alcohol on the premises. *It is also an offence to purchase alcohol for someone who is drunk.* Fines up to £1000 may be imposed for such an offence. Anyone who appears to be under 18 will be requested to produce photo identification (i.e. driving licence or passport).

13. Anyone who appears to be drunk or disorderly should be refused service and required to leave. It is an offence to refuse to leave if so required.

14. Children under 18 are allowed on the premises but must be accompanied by a responsible adult. No unaccompanied children are allowed without the prior specific consent of the License Holder (Cradley Village Hall Management Committee supervisor, Ken Nason).

15. No Alcohol is to be sold or supplied before 12:00hrs or after 23:00hrs and all music and entertainment must cease at 23:30 at the latest.

**BY SIGNING THE BOOKING FORM YOU ARE DEEMED TO HAVE READ,
UNDERSTOOD AND AGREE TO THE AFOREMENTIONED CONDITIONS OF THE
HIRE**