**CONDITIONS OF HIRE**

1. **Age**

The Hirer, not being a person under 18 years of age, 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 under this Agreement relating to management and supervision of the premises are met.

**2. Supervision**

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 so as to avoid obstruction of the highway. As directed by the Clerk of the Council, 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.

**Due to historical events the Parish Council will NOT accept bookings for 16th – 21st birthday parties.**

**3. Use of premises**

The Hirershall not use the premises (including the car park if any) 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 or unsuitable 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 nor allow the consumption of alcohol thereon without written permission.

**4.** **Insurance and indemnity**

1. The Hirershall be liable for:
2. 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
3. all claims, losses, damages and costs made against or incurred by the Parish Council, 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
4. all claims, losses, damages and costs made against or incurred by Parish Council, 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 subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of the Parish Council and the Parish Council’s employees, volunteers, agents and invitees against such liabilities.
5. The Parish Council shall take out adequate insurance to insure the liabilities described in sub-clauses (a) (i) above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (a) (ii) and (iii) above. The Parish Council shall claim on its insurance for any liability of the Hirer hereunder, but the Hirer shall indemnify and keep indemnified each member of the Parish Council and the Parish Council’s employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.
6. Where the Parish Council does not insure the liabilities described in sub-clauses (a)(ii) and (iii) above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the Clerk of the Council. Failure to produce such policy and evidence of cover will render the hiring void and enable the Clerk of the Council to rehire the premises to another Hirer.

The Parish Council is insured against any claims arising out of its **own** negligence.

**5. Gaming, betting and lotteries**

The Hirershall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

**6. Music Copyright licensing**

The Hirer shall ensure that the Parish Council holds relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, the hirer holds a licence

**7. Film**

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film.

**8. Childcare Act 2006**

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable groups Act 2006 and only fit and proper persons who have passed the appropriate Criminal Records Bureau checks should have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Hirer shall provide the Parish Council with a copy of their CRB check and Child Protection Policy on request.

**9. Public Safety Compliance**

The Hirershall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and the Parish Council’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. The Hirer shall also comply with the Parish Council’s Health and Safety policy.

**10. Fire**

The hirer/temporary responsible person will complete and return the attached Emergency Plan. He/she will make himself/herself and their helpers completely aware of all means of exit from the premises and must keep them free from obstruction and immediately available for instant public free egress. The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof given to the Caretaker/Clerk of the Council. Highly flammable substances shall not be brought into or used in any portion of the premises, the use of smoke machines is not permitted, together with indoor fireworks. Candles can only be used when in water. No internal decorations of a combustible nature (i.e. polystyrene, cotton wool) shall be erected without the consent of the Clerk.

NB: Actions to be adopted in the event of fire are posted around the village Hall. A location plan of firefighting equipment is attached.

**11. Noise**

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

**12. Drunk and disorderly behaviour and supply of illegal drugs**

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. No illegal drugs may be brought onto the premises. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. 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 in accordance with the Licensing Act 2003.

**13. Health and hygiene**

The Hirershall, 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. The premises areprovided with a refrigerator and thermometer.

**14. Electrical appliance safety**

The Hirershall ensure that any electrical appliances brought by them to the premises and used there 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 provided the hirer **must** make use of it in the interests of public safety.

**15. Stored equipment**

The Parish Council accepts no responsibility for any stored equipment or other property brought onto 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.

The Parish Council may, use its discretion in any of the following circumstances:

(a) 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.

(b) 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 Parish Council 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.

**16. Smoking**

The Hirer shall and shall ensure that the Hirer’s invitees comply with the prohibition of smoking 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. The Hirer shall ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

**17. Accidents and dangerous occurrences**

Any failure of equipment belonging to the Village Hall or brought in by the Hirer must also be reported **as soon as** possible. The Hirer must report all accidents involving injury to the public to the Clerk of the Council **as soon as** possible and complete the relevant section in the Parish Council’s accident book

**18. 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 Parish Council. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

**19. Animals**

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

**20. 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 Parish Council 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.

**21. Sale of goods**

The Hirer shall, if selling 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 organiser’s name and address and that any discounts offered are based only on Manufacturers’ Recommended Retail Prices.

**22. Cancellation**

Ifthe Hirer wishes to cancel the booking before the date of the event and the Parish Council is unable to offer a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Parish Council. The Parish Council reserves the right to cancel this hiring by written notice to the Hirer in the event of:

1. the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election.
2. the Parish Council 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.
3. the premises becoming unfit for the use intended by the Hirer.

d) 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 deposit already paid, but the Parish Council shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

**23. End of hire**

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 Parish Council shall be at liberty to make an additional charge.

**24. No alterations**

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 approval of the Parish Council. Sellotape/Blu Tack must not be used to fix items to the walls. .

Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Parish Council remain in the premises at the end of the hiring. It will become the property of the Parish Council unless removed by the Hirer who must make good to the satisfaction of the Parish Council any damage caused to the premises by such removal. No person shall interfere with the electric switchboards or any other fixtures.

**25. No rights**

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

**26**. **Bouncy Castles and Animal/Zoo Parties**

The Parish Council does not allow Bouncy Castles or Animal/Zoo Parties in the Village Hall**.**

**I have read the Conditions of Hire**

**Signed Dated**

**Enc: Fire Emergency Plan for Hirer’s of Rooms – for your information**

**Plan of Fire Fighting Equipment – for your information**