



Berrow Community Association

Berrow Village Hall

Parsonage Road

Berrow Somerset

TA8 2NL

Registered Charity No. 1149532

Company Number 8199454

### **Standard terms and conditions of hire**

Please ensure you have read these terms and conditions and supporting information sheet before placing your booking with the Provider's Booking Clerk as they form part of the booking and must be complied with.

These standard conditions apply to all hiring of the Village Hall. If the Hirer is in any doubt as to the meaning or would like further clarification on these terms and conditions the Booking Clerk should be contacted before your booking is finalised. It is your responsibility to clarify any of the terms or conditions before finalising your booking.

Reference to

**The Provider** is Berrow Community Association Limited

**The Hirer** is the person named as the hirer on the Hiring Agreement responsible for compliance with these terms and conditions by the hirer and all those attending the village hall during the hire period

**The premises** is Berrow Village Hall

#### **1. Age**

The Hirer, not being a person under 21 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 Provider's Secretary, 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**

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 nor allow the consumption of alcohol thereon without written permission issued on behalf of the Provider.

#### **4. 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.

#### **5. Licensable activities**

The Hirer shall ensure that the Village Hall holds a Performing Society Right Licence which permits the use of copyright music in any form, for example records, CDs/compact discs, tapes, radio, or by performers in person. The Hirer is responsible for completing and returning any forms required by the Provider to the Provider no later than 10 working days prior to the hire period.

If other licences are required in respect of any activity in the premises the Hirer shall ensure that they hold the relevant licence or the Provider holds it.

#### **6. Public safety compliance**

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, the Provider's Fire Risk Assessment or any other statutory requirement including (but not limited to) 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 Provider's health and safety policy.

(a) The Hirer acknowledges that they have received instruction in the following matters:

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the premises.
- The location and use of fire equipment. (Include diagram of location when handing over keys.)
- Escape routes and the need to keep them clear.
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.

(b) In advance of an 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 illuminated.
- That there are no obvious fire hazards on the premises.

#### **7. Means of escape**

All means of exit from the premises must be kept free from obstruction.

#### **8. Fire**

The Fire Brigade must be called to any fire, however slight, and details of the fire must be given to the Hall Manager

## **9. Health and hygiene**

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. Dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations.

The premises is provided with a refrigerator.

## **10. Electrical appliance safety**

The Hirer shall 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. Any appliances not forming part of the premises must have a current PAT certificate

## **11. Insurance and indemnity**

(a) The Hirer shall be liable for and agrees with the Provider to indemnify the Provider in full for any:

(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, proceedings and costs made against or incurred by the Provider, its 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

(iii) all claims, losses, damages, proceedings and costs made against or incurred by the Provider, its 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, the Hirer shall indemnify and keep indemnified accordingly the Provider and its employees, volunteers, agents and invitees against such liabilities.

(b) In this clause 11 the Provider in its absolute discretion reserves the right whether to insure for the liabilities detailed in clause 11(a)(ii) and (iii) and where the Provider does make such claim the Hirer shall remain liable for any excess or shortfall in replacing repairing or otherwise the damage to the premises or its contents

(c) Where the Provider does not insure the liabilities described in clauses 11(a)(ii) and 11(a)(iii), the Hirer shall take out comprehensive insurance to insure such liabilities and on demand shall produce the policy and current receipt or other evidence of cover to the Provider's Hall Manager. Failure to produce such policy and evidence of cover will render the hiring void and the Provider reserves the right to re-hire the premises.

**12. Accidents and dangerous occurrences** The Hirer must report all accidents involving injury to the public to the Hall Manager as soon as practicable and complete the relevant section in the Provider's

accident book found in the First Aid box located in the kitchen. Any failure of equipment belonging to the Provider or brought or allowed in by the Hirer must also be reported as soon as practicable.

All accidents, injury or danger must be reported to the hall manager.

### **13. Explosives and flammable substances**

The Hirer shall ensure that:

- (a) Highly flammable substances are not brought into, or used in any part of the premises and
- (b) No internal decorations of a combustible nature (for example polystyrene, cotton wool) shall be erected without the consent of the Provider. No decorations are to be put up near light fittings or heaters. Chinese lanterns, candles and open flames are not permitted on any part of the premises.

### **14. Heating**

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises.

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

The Hirer shall ensure that in order to avoid disturbing neighbours to the premises 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 or 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 to leave the premises. No illegal drugs may be brought onto the premises.

### **16. Compliance with children's legislation and safeguarding**

The Hirer shall ensure that any activities for children and vulnerable adults comply with the provisions of The Children Act(1989) and (2004) and that only fit and proper persons who have passed the appropriate statutory checks including DBS checks (previously CRB checks) and. the Hirer shall provide the Provider via the Booking Clerk with a copy of the current DBS checks and the Hirer's Child Protection Policy on request and without cost to the Provider.

### **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 the Provider 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 or other statutory authority.

### **18. Sale of goods**

The Hirer shall, if selling goods on the premises, comply with Fair Trading and other appropriate legislation and any code of practice used in connection with such sales.

## **19. Film shows**

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.

## **20. Cancellation**

If the Hirer wishes to cancel the booking before the date of the event then the payment received at the date of the cancellation shall be forfeited. The Provider reserves 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 for a Parliamentary or Local Government election or by-election

(b) the Provider 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

(c) 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.

(e) any other reason the Provider in its absolute discretion needs to cancel the hiring provided the Provider gives at least one months' notice in writing to the Hirer

(d) an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion, and in the event of evacuation to the local school and local premises occupied by vulnerable adults .

(e) any other reason the Provider in its absolute discretion needs to cancel the hiring provided the Provider gives at least fourteen days notice in writing to the hirer.

In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the Provider shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

## **21. Hirer's Insurance**

It is the Hirer's responsibility (at the Hirer's expense) to ensure that the Hirer has in place comprehensive insurance for any risks including any cancellation cover for any losses damages cancellations or otherwise arising out of a cancellation detailed in clause 21. The Provider accepts no liability or responsibility for the failure on the part of the Hirer to have or have adequate insurance in place.

## **22. 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 by the Provider's hall manager) and any contents temporarily removed from their usual positions cleaned and properly replaced, otherwise the Provider shall make an additional charge for the cost of employing the hall manager and cleaner to return the premises to the state in which it was provided at the start of the hire period.

## **23. 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.

## **24. Stored equipment**

The Provider 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 authorised 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 Provider may, use its absolute 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 Provider 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.

(c) Failure to remove any equipment or other items at the end of the hire period (save authorised stored equipment) shall become the property of the Provider and the Provider shall be free to dispose or retain the equipment as it sees fit

## **25. 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 written approval of the hall manager. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Provider remain in the premises at the end of the hiring. It will become the property of the Provider unless removed by the Hirer who must make good to the satisfaction of the Hall Manager or, if any damage caused to the premises by such removal.

## **26. Folding Doors**

No one is to alter the internal layout (e.g. Dividing Doors). This must be pre-arranged as part of the booking and setup by the hall manager.

### **27. No rights**

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

### **28. Dangerous unsuitable performances and**

Performances involving danger to the public or of a sexually explicit nature shall not be given.

### **29. Smoking**

The Hirer shall, and shall ensure that the Hirer's guests, 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 without refund of any fees and shall be held liable for any prosecution any statutory authority or other body takes against the premises or the Provider and the Hirer agrees that he/she indemnifies against all costs, expenses or other sums arising out of such proceedings

### **30. Sums owed to the Provider**

Any sums owed by the Hirer to the Provider until paid in full are due as a debt to the Provider and where payment has not been made within 7 days of the request then interest shall accrue at the Court rate until such time as payment is made in full

### **31. Information Sheet**

The information sheet supporting these terms and conditions is for assistance only and where there is a conflict these terms and conditions override the information sheet.

### **32. Final decision**

Any decision made by the Provider or the hall manager and booking clerk are final and must be complied with

### **33. Refusal to hire the premises**

The Provider in its absolute discretion can decide whether or not to accept a booking by any hirer or rescind the booking by the Hirer where it has reason to believe or has notice that the intended use by the intended hirer or the Hirer will breach any legislation and/.or the terms and conditions of hire as set out in the terms and conditions.