

# Hambleton Village Hall - Standard Conditions of Hire

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These conditions of hire should be read in conjunction with Hambleton Village Hall Health and Safety Policy.

## 1. SUPERVISION

The Hirer (being 18 years or over) 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. The Hirer shall make good or pay for all damage at replacement cost (including accidental damage) to the premises or to the fixtures, fittings, sound system or contents and for loss of contents.

## 2. 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.

The Hirer here by accepts responsibility for being in charge of and being on the premises at all times when the public are present (via authorised representative, if appropriate) and for ensuring that all conditions of the Public Entertainment and other licences relating to management and supervision of the premises are met.

## 3 LICENCES

The Village Hall holds a licence with the Performing Right Society (PRS) covering the live performance of copyright music in any form.

If other licences are required in respect of any activity in the Village Hall the Hirer should ensure that they hold the relevant licence including such licences as may be needed for the sale or supply of intoxicating liquor. A copy of said licence must be shown to the Caretaker at least one week before the event and displayed inside the hall.

## 4. FOOD – ALLERGEN INFORMATION

Hall hirers have the responsibility to ensure that **any food CONSUMED or SOLD** on the premises, as part of an event, complies with any current laws and regulations regarding food allergens.

- **Food that is Pre-Packed for Direct Sale**

Any business that produces pre-packed food for direct sale is required to label it with the name of the food and a full ingredients list, with allergenic ingredients emphasised within the list.

- **Food that is NOT pre-packed for Direct Sale**

Any food that is not in packaging or is packaged after being ordered by the consumer - the allergen information must still be provided but this can be done through other means, for example in writing or orally.

## **Hambleton Village Hall - Standard Conditions of Hire**

---

Best Practice would be for hall hirers to provide food allergen information for all food prepared onsite or even offsite for consumption or sale in the Village Hall. Examples of best practice:

- Putting up signage requesting people to ask for allergen information
- Clearly displaying allergen information on any menus
- Creating a recipe card showing all known allergens in your food items.

More information and guidance can be found on [Food allergy and intolerance | Food Standards Agency](#) and in the following document [Allergen information for loose foods](#).

### **5. CAR PARKING**

The hall does not have its own car parking facilities. It is possible to park outside the door of the hall to make deliveries only and care should be taken not to block the hall neighbours. Please do not park in the village centre. There is a pay and display car park next to the Stag & Huntsman public house. For large events, a designated car parking facility can be made available by prior arrangement with the caretaker. Please note that this designated parking will be at the hirer's own risk and for which the Village Hall accepts no responsibility or liability.

### **6. NOISE**

The noise level at all times must be acceptable and neighbours considered so as not to cause a nuisance. Volume of all amplified music including Discos and Live Bands will be monitored and where necessary reduced by request from the caretaker or a management committee member.

### **7. NORMAL HOURS**

The hall is available for hire from 8 am – 11 pm, 7 days a week. Music must stop at 11pm with the hall vacated by 11.30pm.

### **8. PUBLIC SAFETY COMPLIANCE**

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority and Local Authority 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.

- (a) The Hirer must ensure that they are fully conversant with the following:
- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall. This is on Fire Evacuation Plan next to fire extinguisher
  - The location and use of fire equipment
  - Escape routes and the need to keep them clear.
  - Method of operation of escape door fastenings.
  - Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire (see Fire Evacuation Plan).

## **Hambleton Village Hall - Standard Conditions of Hire**

---

- (b) In advance of using 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.

The number of people on the premises shall not exceed 120.

### **9. ACCIDENTS AND DANGEROUS OCCURRENCES**

The Hirer must report all accidents involving injury to the public to the Caretaker as soon as possible and complete the relevant section in the Village Hall's Accident Book. Any failure of equipment belonging to the hall must be reported to the caretaker.

### **10. SAFEGUARDING CHILDREN, YOUNG PEOPLE AND ADULTS AT RISK**

You must ensure that any activities for children, young people and adults at risk are only provided by fit and proper persons in accordance with the Children Act 1989 and 2004, the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, you must provide us with a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS). All reasonable steps must be taken to prevent harm, and to respond appropriately when harm does occur. Relevant concerns must be reported.

### **11. HEATING**

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public. The heating is limited to the existing heating and no additional heating may be introduced. The Caretaker will explain how the heating system works.

### **12. ANIMALS**

The Hirer shall ensure that no animals except guide dogs are brought into the premises, other than for a special event agreed to in advance by the Management Committee. No animals whatsoever are to enter the kitchen at any time.

### **13. CANCELLATION**

If the Hirer wishes to cancel the booking before the date of the event and the Management Committee is unable to obtain a replacement booking, the question of the payment of the fees shall be at the discretion of the Management Committee, charging all or part of any fee as deemed appropriate depending on notification period.

The Management Committee 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 bye-election
- (b) The Management Committee reasonably considering that

## **Hambleton Village Hall - Standard Conditions of Hire**

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- (i) such hiring leading to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or
- (ii) unlawful or unsuitable activities will take place on the premises as a result of this hiring
- (c) the premises becoming unfit for the use intended by the Hirer, including, but not limited to, Hall repair or refurbishment.
- (d) an emergency requiring use of the premises.

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

### **14. EQUIPMENT, DAMAGE & CLEANING**

The Hirer shall be responsible for setting up the hall and returning the hall to its original condition after the event including the removal of any litter. A request for assistance in setting up the hall can be made to the caretaker whose time will be charged at £15 per hour (minimum charge being £15). Please note that setting up and clearing the hall must be included with in the hire times.

The use of highly coloured items such as confetti and party poppers is strongly discouraged as they can stain the light wooden floor when wet, if not cleared away promptly. Any staining will entail extraordinary cleaning and associated charges.

The hall and any equipment such as the oven must be left in a clean state.

The hirer is responsible for the safe condition and safe use of any electrical equipment brought on to the premises which are permitted under this agreement.

Any extraordinary cleaning required after an event will be charged at cost + 50%. If any assistance is required, please ask the caretaker in advance.

The use of all equipment, including ladders, shall be at the hirer's own risk.

### **15. STORED EQUIPMENT**

The Management 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 authorised stored equipment) must be removed at the end of each hiring or fees (minimum of £10 per day) will be charged for each day or part of a day at the hire fee until the same is removed.

The Management Committee may, at its discretion in respect of any other property brought on to the premises remove the same within 14 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.

### **16. ALTERATIONS/FIXINGS**

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

## **Hambleton Village Hall - Standard Conditions of Hire**

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the premises, other than to the hooks provided, without the prior written approval of the Management Committee. Any alteration, fixture or fitting or attachment so approved, shall at the discretion of the Management Committee, remain in the premises at the end of the hiring and become the property of the Village Hall or be removed by the Hirer who must make good to the satisfaction of the Management Committee any damage caused to the premises by such removal.

### **17. CHARGES**

Please refer to the latest price list on the website. Prices will be those at time of booking. Any over runs will be charged at a full hour.

Please note that the full hire fee for Weddings and Parties is payable in advance. In addition, a £100 refundable deposit will be required in case of any damage/breakages or extraordinary cleaning.

### **18. NO RIGHTS**

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