



Church Minshull Village Hall

CONDITIONS OF HIRE

1. The maximum number of people allowed in the hall is 96 closely seated or 104 for Parties, Dinners & Dances etc.
2. **Smoking and naked flames are not permitted**, the Hirer will inform all persons using the hall of these prohibitions. This to include all persons working in the hall e.g. caterers, entertainers etc.
3. The named applicant shall not be under 25 years of age and shall be in charge of, and present on, the premises during the entire period of hire.
4. The Trustees of the Church Minshull Village Hall ("the Trustees") accept no responsibility for the loss of or damage to property, or personal injury during the period of hire.
5. The hall is covered by Public Liabilities Insurance only. It is the responsibility of the Hirer to effect whatever insurance they perceive is necessary to cover their liabilities.
6. Cars & contents are left entirely at owners own risk.
7. The Trustees reserve the right to cancel this hire 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) them 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 hire.
 - (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.

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

8. The Trustees reserve the right to refuse any booking without stating a reason
9. The Trustees, or representative or any police officer have the right of entry to the hall at all times

10. The Hirer is responsible for:

- I. The Hirer shall, during the period of the hire, 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 a Trustee, 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.
- II. The Hirer shall not use the premises (including the car park) for any purpose other than that described in the Hire 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.
- III. Ensuring that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries
- IV. Ensuring that 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.
- V. 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 Trustees with a copy of their CRB check and Child Protection Policy on request.
- VI. The Hirer shall comply with all conditions and regulations made in respect of the premises 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, at which alcohol is sold or provided or which is attended by children. The Hirer shall also comply with the hall's health and safety policy.
- VII. The Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to the Trustees or to the Secretary.
In advance of any activity whether regulated entertainment or not 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 for instant free public exit
 - That any fire doors are not wedged open.
 - That exit signs are illuminated.
 - That there are no obvious fire hazards on the premises.
 - That emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the premises are occupied.
- VIII. 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.

- IX. 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.
- X. 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. The premises are provided with a refrigerator.
- XI. The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall have been PAT tested, 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.
- XII. The Trustees accept 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 stored equipment) must be removed at the end of each hire or fees will be charged for each day or part of a day at the hire fee per hire until the same is removed.
- The Trustees may use their 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 hire. This may result in the Trustees 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.
- XIII. 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.
- XIV. Any failure of equipment belonging to the Trustees must be reported **as soon as possible**. The Hirer must report all accidents involving injury to the public to a Trustee or to the Secretary **as soon as possible** and complete the relevant section in the accident book in the Village Hall.
- XV. The hirer shall ensure that:
- (a) Highly flammable substances are not brought into, or used in any part of the premises and that
- (b) No internal decorations of a combustible nature (e.g. candles, polystyrene, cotton wool) shall be erected without the consent of the Trustees. No decorations are to be put up near light fittings or heaters.
- XVI. 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 Trustees. Portable Liquefied Propane Gas (LPG) heating appliances shall **not** be used
- XVII. 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 Trustees. No animals whatsoever are to enter the kitchen at any time.

- XVIII. 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.
- XIX. 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 a Trustee and any contents temporarily removed from their usual positions properly replaced, otherwise the Trustees shall be at liberty to make an additional charge.
- XX. 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 Trustees or their Secretary. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Trustees remain in the premises at the end of the hire. It will become the property of the Trustees unless removed by the Hirer who must make good to the satisfaction of the Trustees any damage caused to the premises by such removal.
- XXI. The Hire Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

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

- a) The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
- b) The location and use of fire equipment. (Include diagram of location when handing over keys.)
- c) Escape routes and the need to keep them clear.
- d) Method of operation of escape door fastenings.
- e) Ensuring all marked Fire Exits are kept clear of obstruction
- f) Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
- g) Location of the first aid box and accident book, and the reporting of any incidents/accidents to a Trustee or their Secretary and completion of the accident book.
- h) Position of all equipment for general use within the hall
- i) The location and operation of the alarm system
- j) The location and operation of the electricity system

It is hereby agreed that the standard Conditions of Hire together with any additional conditions imposed under the Premises Licence or that the Trustees deem necessary shall form part of the terms of this Hire Agreement unless specifically excluded by agreement in writing between the Trustees and 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.