



CARYFORD COMMUNITY HALL

A Charitable Incorporated Organisation
Registered Charity No. 1192922

Standard conditions of hire

These standard conditions apply to all bookings of Caryford Community Hall. If you are in any doubt as to the meaning of any of the conditions, the Bookings Secretary (01963 548016) should immediately be consulted.

In this document:

- (1) the "Charity" refers to the Caryford Community Hall Association, a Charitable Incorporated Organisation with Registered Number 1192922, which owns the Caryford Community Hall;
- (2) the "Committee" refers to the committee of Charity Trustees of the Charity;
- (3) the "Hall" refers to the building, car park and surrounding area known as Caryford Community Hall.

1. the Hall has a Premises Licence authorising the following regulated entertainment and licensable activities:

Activity	The hall is licensed for	Times for which the activity is licensed
a. The performance of plays	√	09.00 – 23.30 M – Thurs*
b. The exhibition of films	√	09.00 – 23.30 M – Thurs*
c. Indoor sporting events	√	09.00 – 23.30 M – Thurs*
d. Boxing or wrestling entertainments	Not licensed	N/A
e. The performance of live music	√	09.00 – 23.30 M – Thurs*
f. The playing of recorded music	√	09.00 – 23.30 M – Thurs*
g. The performance of dance	√	09.00 – 23.30 M – Thurs*
h. Entertainments similar to those in e, f or g	√	09.00 – 23.30 M – Thurs*
i. Making music	√	09.00 – 23.30 M – Thurs*
j. Dancing	√	09.00 – 23.30 M – Thurs*
k. Entertainment similar to those in i – j	√	09.00 – 23.30 M – Thurs*
l. The provision of hot food/drink after 11pm	Not licensed	N/A
m. The sale of alcohol	√	09.00 – 23.30 M – Thurs*

*Until 01.00 on Fridays and Saturdays and until 22.00 on Sundays

However the hours permitted for private functions are at the discretion of the Committee and must be clearly stated on the hiring agreement.

2. 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 the management and supervision of the premises are met.

3. 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 and safe parking in the car park. For large events there should be at least one person in the car park, marshalling the traffic- high visibility fluorescent jackets are provided for this purpose and can be found on the coat pegs next to the boiler room. As directed by the Bookings 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.

4. Use of premises

The Hirer shall not use the premises (including the car park) 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. **Alcohol must not be stored on the premises at any time.**

5. Insurance and indemnity

The Hall has insurance to cover its own equipment and contents. The Charity will not be liable for any of the Hirer's own equipment whether brought into the Hall or stored on the premises.

The Charity also has Public Liability cover for personal injury sustained by Hirers when using the Hall's facilities and equipment. It is not covered for personal injury sustained by you and your group when using your own equipment.

All regular hirers therefore are recommended to arrange their own insurance cover for their own equipment for use by their group and cover for any personal injury sustained when using their equipment.

The Charity does have Hirers' Public Liability cover for one-off events, but this is at the discretion of the Committee. If the Group using the Hall has its own insurance cover, this will take precedence over the cover provided by the Charity. This cover is not available for commercial bookings.

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

6. 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.

7. Music copyright licensing

The Charity holds relevant licences from the Performing Rights Society (PRS) and the Phonographic Performance Licence (PPL) (see details on Foyer Noticeboard). Where appropriate, the Hirer is responsible for arranging their own licence.

8. 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.

9. 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 Committee with a copy of their DBS check and Child Protection Policy on request.

10. 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, 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.

The Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to the Bookings Secretary.

- (a) The Hirer must be aware of the following (details are on the main noticeboard in the foyer and in the red file in the kitchen):
- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
 - 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.
 - Location of the first aid box.
- (b) In advance of any activity whether regulated entertainment or not the Hirer shall check the following items:
- That all fire exits are unlocked and in good working order.
 - That all escape routes are free of obstruction and can be safely used for instant free public exit; also that the black bars are removed from the end doors in main Hall.
 - That any internal fire doors are not wedged open.
 - That exit signs are illuminated.
 - That there are no obvious fire hazards on the premises.
 - That the emergency light just inside the main hall (above the main doors) is switched on during the whole of the time the premises are occupied; the switch is on the right hand side of the doors. All other emergency lighting is automatically operated by a mains failure switching device.

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 and shall comply with any other licensing condition for the premises. **Please do not play music after midnight out of respect for our neighbours.**

12. **Alcohol**

If you intend to serve alcohol at your event, whether or not for sale, please read, fill in, sign and return our "Alcohol at your event?" form.

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

The Hirer shall ensure that, in order to avoid disturbing neighbours to the hall and to 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.

14. **Health and hygiene**

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 and thermometer. No food should be left on the premises after your event.

15. **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. Where a residual circuit breaker is provided the Hirer **must** make use of it in the interests of public safety.

16. **Stored equipment**

The Charity 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 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 (at our discretion) until the same is removed.

The Committee 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 remove any property brought on to the premises for the purposes of the hiring. This may result in the Committee disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charging the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

17. Smoking

The Hirer shall, and shall ensure that the Hirer's invitees shall, 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.

18. Accidents and dangerous occurrences

Any failure of equipment belonging to the Hall must be reported **as soon as** possible. The Hirer must report all accidents involving injury to the public to a member of the Committee **as soon as** possible and complete the relevant section in the Hall's accident book (in the kitchen). Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. The Chair of the Committee can give assistance in completing this form and can provide contact details (ian@caryfordhall.co.uk) .

19. 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 that
- (b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Committee. No decorations are to be put up near light fittings or heaters.

20. 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 Committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

21. 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 Committee. No animals whatsoever are to enter the kitchen at any time.

22. 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 Charity 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.

23. 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.

24. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the Committee 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 Committee. The 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 by-election;
- (b) the Committee 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) the Committee being required by law to close the Hall or otherwise restrict its uses during an emergency.

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

25. 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 Committee shall be at liberty to make an additional charge. **Hirers must remove all rubbish, including foodstuffs, from the premises and take them away with them.**

26. 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 Bookings Secretary. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Committee remain in the premises at the end of the hiring. It will become the property of the Charity unless removed by the Hirer who must make good to the satisfaction of the Committee any damage caused to the premises by such removal.

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.