

Harpham & Lowthorpe Village Hall

Terms & Conditions of Hire

1. Definitions

The following abbreviations, words and phrases shall have the meanings ascribed below except where expressly stated otherwise.

“the Premises”	means the building, its grounds and contents located at Station Road, Harpham, East Riding of Yorkshire, YO25 4QZ known as the Harpham & Lowthorpe Village Hall.
“the Hirer”	means the individual, or organisation wanting to use the Premises.
“the Event(s)”	means the proposed use of the Premises, as notified by the Hirer when making the booking request.
“the Date(s)”	means the proposed dates for the use of the Premises, as notified by the Hirer when making a booking request.
“the Trustees”	means collectively those individuals responsible for administering the Charitable Incorporated Organisation known as the Harpham & Lowthorpe Village Hall.
“the Fee”	means the charge for the use of the Premises, as notified by the Trustees in response to a booking request.
“the Hire Agreement”	means collectively the terms and conditions contained in this document.

2. Hire Periods & Purpose

In consideration of the Fee, the Trustees agree to permit the Hirer to use the Premises for the Event(s) on the specified Date(s).

3. Payment

The Hirer shall pay the Trustees the Fee at least seven days before the specified Date(s).

4. Cancellation

A Hirer may cancel a booking and receive a full refund of the related Fee(s) paid, provided reasonable notice is given to the Trustees before the start of the Event(s), otherwise the right to a refund will be at the sole discretion of the Trustees.

The Trustees may cancel a hiring by providing written notice to the Hirer in the event of:

- (i) the Premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;
- (ii) the Trustees reasonably believe that: (a) the hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (b) unlawful or unsuitable activities will take place at the Premises during the hiring;
- (iii) the Premises becoming unfit for the use intended by the Hirer;

Harpham & Lowthorpe Village Hall

Terms & Conditions of Hire

- (iv) 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 each of the above cases the Hirer shall be entitled to a full refund of any Fee(s) paid, but the Trustees shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

5. Licensing

Where the Event(s) involves a licensable activity, such as but not limited to the sale of alcohol, and/or the sale of refreshments after 11pm, and/or the playing of live or recorded music, and/or the viewing of a film, then the Hirer must hold the necessary licence(s) from the relevant Licensing Authorities.

The Trustees shall have the right to demand proof that the appropriate licences are held by the Hirer.

6. Supervision

The Hirer shall be present, or arrange for sufficient adult representatives to be present, throughout the Events(s) to ensure compliance with the terms and conditions contained in this Hire Agreement and any applicable licenses granted by a Licensing Authority.

If the Event(s) is a private, not for profit event involving the showing of a film, then the Hirer must restrict children from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification.

7. Responsibility of the Hirer

The Hirer shall be responsible during the Event(s) for:

- (i) Being familiar with, and complying with, the guides provided by the Trustees for the use of the Premises;
- (ii) Supervision of the use of the Premises;
- (iii) Ensuring that the Premises are kept secure;
- (iv) Ensuring that no more than 100 people are present in the Premises, which includes the Hirer, event attendees, performers and any supporting caterers etc;
- (v) Ensuring, if preparing, serving or selling food, that all relevant food health and hygiene legislation and regulations are observed;
- (vi) Ensuring, if selling goods on the Premises, compliance with Fair Trading Laws and any code of practice used in connection with such sales;
- (vii) Ensuring that nothing is done on or in relation to the Premises in contravention of the law relating to gaming, betting and lotteries;
- (viii) Ensuring that any equipment or electrical appliances brought onto the Premises and used therein shall be certified safe and in good working order, and used in a safe manner;

Harpham & Lowthorpe Village Hall

Terms & Conditions of Hire

- (ix) Ensuring that no Barbeques, LPG appliances or highly flammable substances are brought onto the Premises;
- (x) Ensuring that no one smokes whilst on the Premises;
- (xi) Ensuring that no animals (including birds), except assist dogs are brought into the Premises and that no animals at all are allowed into the Kitchen;
- (xii) Ensuring that no fly posting or other form of unauthorised advertising occurs in relation to the Event(s);
- (xiii) Ensuring that the Premises (including foyer, kitchen, kitchen appliances and toilets as appropriate) are left clean and tidy, with rubbish removed and placed in the appropriate outside re-cycling bins at the end of the Event(s);
- (xiv) Ensuring that all equipment, chairs and tables have been returned to their storage positions safely, the Premises are cleared of people, all lights switched off, and the building secured at the end of the Event(s);
- (xv) Ensuring that any temporary fittings and fixtures brought into the Premises by the Hirer comply with Health and Safety guidance, and in particular ensuring that any decorations used are not a fire hazard and that all are removed from the Premises at the end of the Event(s);
- (xvi) Ensuring that they and their attendees recognise that the Premises are situated in a residential neighbourhood and therefore conduct themselves appropriately so as not to cause a nuisance.

8. Use of Premises

The Hirer shall not use the Premises for any purpose other than for the stipulated Event(s) 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.

9. Insurance & Indemnity

- a) The Hirer shall be liable for:
 - (i) the cost of repair of any damage (including accidental and malicious damage) done to the Premises.
 - (ii) all claims, losses, damages and costs made against or incurred by the Trustees, 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
 - (iii) all claims, losses, damages and costs made against or incurred by the Trustees, 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 Trustee and their employees, volunteers, agents and invitees against such liabilities.

Harpham & Lowthorpe Village Hall

Terms & Conditions of Hire

- b) The Trustees shall take out adequate insurance to cover the liabilities described in sub-clauses (a)(i) above and may, at their discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (a) (ii) and (iii) above. The Trustees shall claim on their insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of the Trustees and their 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.
- c) Where the Trustees do not insure the liabilities described in sub-clauses (a)(ii) and (iii) above, the Hirer shall take out adequate insurance to cover such liability and on demand shall produce the policy and current receipt or other evidence of cover to the Trustees.
- d) The Hirer is responsible for ensuring that any catering company or operator hired to bring equipment such as bouncy castles onto the Premises has relevant and appropriate insurance, which shall include Public Liability insurance (£5,000,000 minimum indemnity).
- e) 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 Event(s). Should the Hirer fail to comply with this stipulation, then the Trustees may at their discretion dispose of the equipment and property in any manner they deem fit.
- f) Owners of vehicles that use the car park on the Premises do so at their risk.

10. 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 is responsible for generating an appropriate Child Protection Policy and a copy shall be provided to the Trustees ahead of the event, if requested.

11. 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 Premises' 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 Premises' health and safety policy.

The Hirer must report all accidents involving injury to the public to the Trustees as soon as practicable for entry in the village hall's Accident Book. The hirer shall ensure that appropriate medical assistance is sought, and/or an ambulance is called.

Any failure of equipment, either that belonging to the Premises, or brought in by the Hirer must also be reported to the Trustees as soon as practicable.

The Hirer shall call the Fire Service to any outbreak of fire, however slight, and the Trustees notified as soon as practicable.

- a) The Hirer acknowledges that they have received instruction in the following matters:
 - (i) The action to be taken in event of fire including evacuating the hall.

Harpham & Lowthorpe Village Hall Terms & Conditions of Hire

- (ii) The location and use of fire equipment. (Include diagram of location when handing over keys.)
 - (iii) Escape routes and the need to keep them clear.
 - (iv) Method of operation of escape door fastenings.
 - (v) Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
 - (vi) Location of the first aid box.
- b) In advance of any activity whether regulated entertainment or not the Hirer shall check the following items:
- (i) That all fire exits are unlocked and panic bolts in good working order.
 - (ii) That all escape routes are free of obstruction and can be safely used for instant free public exit
 - (iii) That any fire doors are not wedged open.
 - (iv) That exit signs are illuminated.
 - (v) That there are no obvious fire hazards on the premises.
 - (vi) That emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the Premises are occupied.

12. No Rights

This Hire Agreement constitutes permission only to use the Premises and confers no tenancy or other right of occupation on the Hirer.