



# COGGESHALL PARISH COUNCIL

The Village Hall, 25 Stoneham Street, Coggeshall CO6 1UH

## VILLAGE HALL STANDARD CONDITIONS OF HIRE

These standard conditions must be made available to all hirers either in hard or electronic copy or should be made available for all on the Village Hall notice board. If the Hirer is in any doubt as to the meaning of any of the conditions, the Hall Manager or Parish Clerk should immediately be consulted.

### 1. 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 management and supervision of the premises are met.

### 2. Use of premises

The Hirer must ensure that no act is committed on the premises which may infringe current legislation relating to public order, race relations, prohibited drugs or liquor licensing legislation where applicable. Legislation under S71 Race Relations Act 1976 requires that no act is done on the premises, which compromises the Parish Council Village Hall Committee and its obligations with respect to relations between persons of different racial groups.

In event that the Hirer contravenes any of the legislation mentioned above, the Parish Council Village Hall Committee reserves the right to forfeit all monies paid by the Hirer and to discontinue the hire if still ongoing and to enforce or assist any law enforcement agent to enforce the legislation and to refuse any future requests for hire of the premises from the Hirer.

No person may demonstrate, perform or give an exhibition of hypnotism on any living person at or in connection with an entertainment to which the public are admitted whether on payment or otherwise on these premises.

The seating provided on the premises may be augmented by the Hirer at their cost. Seating and other furniture must be arranged in a way so as to ensure that corridors and emergency exits are free from obstruction.

A maximum of 150 persons can be accommodated in the Main Hall, 75 in the Keys Room and 12 in the Youth Chamber.

### 3. Insurance and indemnity

- (a) The Hirer shall be liable for:
- (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 arising out of the use of the premises by the hirer.
  - (ii) all claims, losses, damages and costs made against or incurred by the Parish Council Village Hall Committee, their employees, volunteers, agents or invitees in respect of damage or loss of property including consequent loss of use or injury to persons arising out 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 Parish Council Village Hall Committee, their employees, their volunteers, their agents or their 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 the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the village Hall Manager.

#### **4. Gaming, betting and lotteries**

The premises can not be used for the purpose of betting or gaming unless authorised under the Gaming Act 1968 and/or The Lotteries and Amusements Act 1976.

#### **5. Matters Relating to Statutory Requirements**

The premises can only be used for the following purposes after the Hirer has ensured that a licence exists or, in the absence of a licence, the Hirer has taken steps to obtain the appropriate licence for showing films, public dancing or singing, playing music or other public entertainment, the public performance of plays or the sale of alcohol all of which require the grant of a licence under the following Acts:

- a. The Licensing Act 2003
- b. The Cinemas Act 1985
- c. The Theatres Act 1968
- d. The Public Health Act Amendment Act 1890
- e. The Gaming Act 1968 and The Lotteries and Amusements Act 1976

The Hirer must familiarise themselves with the appropriate legislation covering the use of the premises and will where a particular licence is obtained produce a copy of the Parish Council Village Hall Committee, prior to the start of the hire period. The grant of permission to use the premises for a function licensed under the preceding legislation requires the Hirer to comply fully with the conditions of the licence.

#### **6. Music Copyright licensing**

The hirer shall ensure that the Village Hall holds relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, the hirer holds a licence.

The Hirer is responsible for ensuring that any activity on the premises during the period of hire does not infringe existing copyright or performing rights. The Hirer hereby indemnifies the Parish Council Village Hall Committee against any claim which may arise from infringements against copyright or performing rights.

#### **7. 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.

#### **8. 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 Parish Council Village Hall Committee with a copy of their DBS check and Child Protection Policy on request.

Where there is provided in any building an entertainment for children or an entertainment at which the majority of the persons attending are children, if the number of children attending exceeds one hundred, it shall be the duty of the Hirer to ensure that a sufficient number of adults are present. The Hirer is also responsible for the prevention of more children or other persons being admitted to the premises than the building or part of the building can accommodate. In addition the Hirer is also responsible for the control of the movement of the children or persons admitted while entering and leaving the building and to take all reasonable precautions for the safety of the children.

## **9. 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 secretary of the management committee.

(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 hall.
- The location and use of fire equipment. (Include diagram of location when handing over keys.)
- 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 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 (if not operated by an automatic mains failure switching device).

## **10. 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.

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

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.

## **12. 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.

The Hirer shall ensure that all caterers, contractors and others supplying or serving refreshments or providing decorations comply with the legislation covering food hygiene, health safety and welfare.

### 13. **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.

Any alteration to the electrical, heating or lighting systems is strictly forbidden. Permission may be given where electrical engineers undertake and advise on the work. If additional spot lights, stage lights or other lighting enhancements are to be used it must be stated in advance on the application form and following installation (if agreed) a certificate of competence shall be provided to Parish Council Village Hall Committee.

### 14. **Stored equipment**

The village hall 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 until the same is removed.

The Village Hall 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 dispose of any property brought on to the premises for the purposes of the hiring. This may result in the Parish Council Village Hall Committee 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.

### 15. **Smoking**

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 there under. 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. This also applies to the use of E-Cigarettes.

### 16. **Accidents and dangerous occurrences**

Any failure of equipment belonging to the Village Hall or brought in by the Hirer must also be reported **as soon as possible**. The Hirer must report all accidents involving injury to the public to a member of the Parish Council Village Hall Committee **as soon as possible** and complete the relevant section in the village hall's accident book. Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. The Village Hall Manager will give assistance in completing this form and can provide contact details.

The Parish Council Village Hall Committee will not be liable for any injury (including any that results in a fatality), or damage to or loss of property whatsoever which shall have been sustained or occur to the Hirer, his assistants, servants or agents or others entering the Hall or while on the premises when in the exercise or purported exercise of the hiring. This excludes such occasion when such injury, damage or loss occurs through the negligence of the Parish Council Village Hall Committee, its servants or agents when acting within the scope of their authority.

**17. 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 Parish Council Village Hall Committee. No decorations are to be put up near light fittings or heaters.

**18. 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 Parish Council Village Hall Committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

**19. 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 Village Hall. No animals whatsoever are to enter the kitchen at any time.

**20. 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 each member of the Parish Council Village Hall Committee 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.

**21. 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.

**22. Cancellation**

If the Hirer wishes to cancel the booking before the date of the event and the Village Hall 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 Village Hall. The Village Hall reserves the right to cancel this hiring by written notice to the Hirer in the event of any occurrence or circumstance beyond the control of the Village Hall.

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

Hirers will be allowed to cancel or postpone a booking on condition that if cancelled with more than 28 days notice, half the fee is payable and if cancelled with under 28 days notice, the full fee is payable.

The right is reserved by the Parish Council Village Hall Committee to refuse a hiring without providing a reason.

**23. 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 village hall shall be at liberty to make an additional charge.

The Hirer will make good any wilful or avoidable damage to the property of the Parish Council which can be attributed to the Hirer's use of the premises. In the event of such damage the Parish Council may make it good or claim reparation from the Hirer.

Furniture and fittings belonging to the Parish Council Village Hall Committee will only be moved with the permission of the Village Hall Manager and must be reinstated at the end of the hire period. Regular Hirer's equipment is to be either removed from the premises or placed in the agreed storage facilities at the end of the hire period.

The premises must be vacated at the time approved in the terms of hire.

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

Nor must any preparation be used on the floor. Footwear likely to cause damage to the floor surface must not be worn.

**25. No rights**

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