**Standard Conditions of Hire for Willingham Village Hall**

These standard conditions apply to all hiring of the village hall. If the Hirer is in any doubt as to the meaning of the following, the Hall Secretary or Booking 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 or appoint a responsible steward when the public are present and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are met.

1. **Supervision**

The Hirer shall, during the period of 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 the **proper supervision of car parking arrangements** so as to avoid obstruction of the highway. As directed by the Hall Secretary, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures or to the fixtures, fittings or contents and for loss of contents.

1. **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 or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring anything 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 the permission of the management committee.

1. **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.

1. **Licensable Activities**

The Hirer shall ensure that the Village Holds a Performing Society Right Licence which permits the use of copyright music in any form, e.g., record, compact disc, tapes, radio, television or by performers in person. If other licences are required in respect of any activity in the village hall the Hirer should ensure that they hold the relevant licence or the village hall holds it.

1. **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,, 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 to children. The Hirer shall also comply with the hall’s health and safety policy. In advance of an entertainment or play, the Hirer shall check the following items:

* That all fire exits are unlocked and panic bolts are 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.
* There are no obvious fire hazards on the premises.
1. **Outbreaks of Fire**

In the event of an outbreak of fire the Hirer shall ensure that the fire procedures displayed on the premises are complied with.

1. **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 Regulation. **Please note** the premises are **not** provided with a refrigerator.

1. **Waste**

The Hirer shall comply with West Lindsey waste disposal and be aware what each bin is for. If the general waste bin in the kitchen has been used for food waste this should be removed to the outside black bin at the end of your hire and a new bin liner fitted to the kitchen bin. Please note, WLDC no longer accept paper towels in the recycle bins these should be placed in the general waste (black) bin.

1. **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.

1. **Insurance and indemnity**

The Hirer shall be liable for:

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.

All claims, loses, damages and costs made against or incurred by the village hall management committee, 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 storage of equipment) by the Hirer, and All claims, losses, damages and costs made against or incurred by the village hall management committee, their employees, agents or invitees as a result of any nuisance cause to a third party as a result of the use of the premises by the Hirer shall indemnify and keep indemnified accordingly each member of the village hall management committee and the village hall’s employees, volunteers, agents and invitees against such liabilities.

1. **Accidents and dangerous occurrences**

The Hirer must report all accidents involving injury to the public to a member of the village hall management committee **as soon as possible** and complete the relevant section on the village hall’s accident book. Any failure of equipment belonging to the village hall or brought in by the Hirer must also be reported as soon as possible**.** A First Aid Box is situated in the kitchen. Please alert to the village hall committee of any items used so they can be replaced.

1. **Explosives and flammable substances**

The Hirer shall ensure that:

Highly flammable substances are not brought into, or used in any part of the premises and that no internal decoration of a combustible nature (e.g., polystyrene, cotton wool) shall be erected without the consent of the management committee.

No decorations are to be put up near light fittings or heaters or where that may cause damage to painted surface areas.

1. **Heating**

Heating is included in your hire fee appropriate for the time of year for the rooms booked. The hirer shall ensure that no unauthorised adjustments are made to the halls heating system and that no unauthorised heating appliances shall be used on the premises when open to the public without consent of the management committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

1. **Drunk and Disorderly Behaviour and supply of drugs**

The Hirer shall ensure that in order to avoid disturbing neighbours to the hall and avoid violent or criminal behaviour,drunk and disorderly behaviour shall not be permitted either on the premises or in it’s immediate vicinity. Alcohol shall not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18. 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. No illegal drugs may be brought onto the premises.

1. **Animals**

 The Hirer shall ensure that **no animals** (including birds) except guide dogs are brought onto 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.

1. **Compliance with the Children’s Act 2004 and the Care Act 2015**

Hirers shall ensure that any activities involving children or vulnerable adults safeguard them from abuse and harm.

To protect them and ensure their welfare, hirers providing activities within these categories must familiarise themselves with the village halls safeguarding policy

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1. **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.

1. **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 :

1. The premises being required for use as a Polling Station for a Parliamentary or Local Government election or by election.
2. The village hall management committee reasonably considering that **(1)** such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or **(2)** unlawful or unsuitable activities will take place at the premises as a result of this hiring.
3. The premises being unfit for the use intended by the hirer.
4. 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.
5. In any such case the Hirer shall be entitled to a refund of any deposit paid but the village hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

1. **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 removed from their usual positions properly replaced, otherwise the village hall shall be at liberty to make an additional charge.

1. **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 at the premises comply with any other licensing for the condition for the premises.

1. **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, Failure by the Hirer to dispose of any property brought onto the premises for the purpose of hiring may result in the village hall management 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, selling or otherwise disposing of the same.

1. **No Alterations**

No alterations or additions may be made to the premises or 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 Hall Secretary.

1. **No rights**

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

1. **Dangerous and unsuitable performances**

Performances involving danger to the public or of a sexually explicit nature shall not be given.

1. **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 thereunder. Any person who breaches this provision shall be asked to leave the premises.

1. **Extra Services**

Some stage lighting may be available from £25.00 per event.

PA system may also be sourced locally (when available) from £25.00 per event.

Both subject to availability, please check with the booking clerk who will make enquiries for you.