

STANDARD CONDITONS OF HIRE

These standard conditions apply to all hiring of the Parish Hall. If the Hirer is in any doubt as to the meaning of any 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 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. 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 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, fittings or contents and for loss of contents.

3. 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 onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof.

The sale of alcohol on the Enstone Parish Hall licence is only permitted via a licenced bar. Those who wish to sell their own alcohol will require a Temporary Events Notice and will need to receive permission to apply for this from the Booking Secretary.

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

No unauthorised heating appliances shall be used on the premises when open to the public without the consent of the management committee. Portable Liquefied Propane Gas heating appliances shall not be used.

Parents of young children should be aware that the grounds of the hall although fenced and hedged are not escape proof.

Entry to the kitchen is forbidden to any youngster under the age of 12 years.

4. Smoking

Smoking is only permitted in the Designated Smoking Area, which is indicated by signs. A waste bin is provided.

The use of electronic cigarettes within the premises is prohibited.

5. Gaming, betting and lotteries

Nothing shall be done on or in relation to the premises in contravention of the law relating to betting, gaming and lotteries. The person or organisation to whom the hall is let shall be responsible for seeing that the requirements of the relevant legislation are strictly observed.

6. Licensable activities

This hall is licensed for the following activities:-

Performance of Plays

Exhibition of films

Indoor Sporting events

The performance of live music and playing of recorded music

Dancing

Sale of alcohol

Entertainments similar to those above.

7. 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.

In advance of an entertainment or play 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

That any fire doors are **not** wedged open

That exit signs are illuminated.

That there is no obvious fire hazards on the premises.

Candles are not to be used.

8. Outbreaks of Fire

a. The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Secretary of the Management Committee.

b. Occupants should evacuate the building.

c. Everyone should gather at the marked assembly point.

No one should re-enter the building until it has been declared safe.

9. Means of Escape

a. All means of exit from the premises must be kept free from obstruction.

b. The Hirer shall familiarise themselves with the emergency exits and check that the escape routes can be safely used. A floor plan is displayed in the Hall foyer and attached to this copy of conditions.

10. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to the Management Committee **as soon as possible** and complete the relevant section in the Centre's accident book. Any failure of equipment belonging to the Parish Hall or brought in by the Hirer must also be reported **as soon as possible**. The First Aid Box and Accident Book are both located on a shelf in the kitchen, and appropriately marked.

11. Compliance with Legislation

a. The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.

b. The Hirer shall ensure that any activities provided for children comply with relevant legislation for the protection of children.

c. The Hirer shall not carry out or permit flyposting or any other form of unauthorised advertisements.

d. 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.

e. 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.

12. 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 should be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk or 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.

13. 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. All external doors and windows must be kept closed other than for access or egress when events involving amplified music or speech are taking place. The Hall Manager shall receive and respond to complaints throughout the duration of all noisy events.

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

15. Stored Equipment

Enstone Parish 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 the 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 Enstone Hall Management Committee may, at their discretion, dispose of any stored equipment or other property after giving 7 days' notice and may charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

16. 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 – this includes the use of blu tack, sticky tape and drawing pins - to any part of the premises without the prior written approval of the Management Committee.

17. Indemnity

The Hirer shall be liable for:-

a. the cost of repair of any damage done to any contents of the premises or any part of the premises including the surrounding land.

b. all claims, losses, damages and the costs in respect of damage or loss of property or injury to persons arising as a result of the use of the premises and
c. all claims, losses, damages and costs suffered or incurred as a consequence of any nuisance caused to a third party as a result of the use of the premises by the Hirer.

The Hirer is urged to take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against the Hirer's liability under the above paragraph.

The Hirer shall if so required, produce the insurance policy and current receipt or other evidence of cover to the Management Committee representative.

The Enstone Parish Hall is insured against any claims arising out of its own negligence.

18. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the Enstone Parish 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 Management Committee.

The Parish Hall 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 premises becoming unfit for the use intended by the Hirer.
- c. the Management Hall Committee reasonably considering that (i) such hiring will lead to a breach of licensing conditions or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring.
- d. an emergency requiring the use of the premises as a shelter for victims.

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

19. End of Hire

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, ensuring that all occupants have left, the building and outside gates are properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise Enstone Parish Hall shall be at liberty to make an additional charge.

Hirers should report any damage to the Booking Secretary.

20. No Rights

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

**Enstone Parish Hall Management Committee,
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21st May

2017