

Standard Conditions of Hire

The Hirer shall mean either an individual hirer or, where the hirer is an organisation, the authorised representative. The Charity shall mean the West Row Village Hall Foundation. The Premises shall mean the village hall, together with all associated car parking areas and grounds, including the grass field to the South of the hall. It shall exclude the loft space of any buildings situate on the Premises.

Use of Premises The Hirer shall not use the Premises for any other purpose than that given on the Hire Agreement and shall not sub-hire the Premises, nor use 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. **Supervision** The Hirer shall, during the period of the hiring, be responsible for the supervision of the Premises, the care of the fabric and the contents, safety from damage however slight or change of any sort and the behaviour of all persons using the Premises whatever their capacity. The Hirer shall pay on demand for any damage, accidental or otherwise, to the Premises including any fixtures and fittings, and any damage to or loss of contents. The Charity shall hold and maintain a full inventory, available to the Hirer upon request, against which any damage shall be checked. **No Alterations** No alterations or additions may be made to the Premises nor may any fixtures be installed or other articles be attached in any way to any part of the Premises. **Capacity** The Hirer shall ensure that no more than 200 persons are permitted inside the village hall building at any one time.

Public Liability Insurance If the Hirer uses the Premises for commercial purposes, or allows any commercial activities to take place during the hire period, including by paying third parties to provide goods or services (i.e. bouncy castle providers), they shall ensure that sufficient and current public liability insurance is held to cover such use or activities. The Charity recommends that the Hirer takes out public liability insurance for all periods of hire regardless of their nature. **Licensing (Excluding the Sale of Alcohol)** The Hirer shall ensure that any activities taking place on the Premises that require licensing are either covered by the Premises own Premises Licence, a copy of which is displayed on the Premises and must be adhered to in full, or are covered by any such licenses as may be required, which the Hirer shall be responsible for obtaining. **Sale of Alcohol** The Hirer shall be responsible for obtaining any such licenses as may be needed for the supply or sale of intoxicating liquor. **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. **Compliance with the Children Act 1989** The Hirer shall ensure that any activities for children under eighteen years of age comply with the provisions of The Children Act 1989, and that only fit and proper persons have access to the children. **Public Safety Compliance** The Hirer shall comply with all conditions and regulations made in respect of the Premises by the Local Authority, Fire Authority or otherwise. **Electrical Appliance Safety** The Hirer shall ensure that any electrical appliances brought onto the Premises during the period of hire shall be safe and in good working order, used in a safe manner, and have been tested in full accordance with any applicable regulations. **Heating** The Hirer shall ensure that no portable heating appliances are brought onto or used in the Premises at any time. **Fire Safety** The Hirer shall ensure that no highly flammable substances are brought into or used in any part of the Premises, and that no internal decorations of a combustible nature are erected. **Smoking** The Hirer shall ensure that no smoking is permitted inside any buildings situate on the Premises, nor outside any buildings within three metres of any entrance, exit, open window or air intake. **Smoke Machines** The Hirer shall ensure that no smoke machines or similar are used anywhere on the Premises. **No Candles, Fires, Fireworks or Pyrotechnics** The Hirer shall ensure that no naked flames are intentionally created inside any buildings situate on the Premises, including but not limited to the use of candles, and shall ensure that no fires are lit anywhere on the Premises, nor are any forms of fireworks, pyrotechnics or Chinese lanterns used. **Means of Escape** The Hirer shall familiarise their self with any Fire Safety Instructions shown on the Premises and shall ensure full compliance with them at all times during the hire period. The Hirer shall call the Fire Brigade immediately upon any outbreak of fire however slight and report all details of the same to the Charity. The Hirer shall ensure that all emergency escape doors are kept free from obstruction and immediately available for free exit of any persons present in the Premises at all times during the hire period. The Hirer shall ensure that a working mobile phone is available for emergency use at the Premises throughout the hire period. **Accidents and Injuries** The Hirer shall report to the Charity all accidents involving injury to any persons that occur on the Premises as soon as possible, and record all such accidents in the accident book on the Premises. **Health & Hygiene** The Hirer shall, if preparing, serving or selling food, comply with all relevant Food Health and Hygiene Legislation and Regulations. **Animals** The Hirer shall ensure that no animals, except guide dogs, are brought into the Premises without the express written permission of the Charity, and that no animals whatsoever enter the kitchen, bar or bar store at any time. **Noise** The Hirer shall ensure that any persons entering or leaving the Premises during the period of hire do so promptly and with the minimum noise in consideration of local residents, and that the minimum level of noise necessary for the hire purpose is made during the period of hire. The Hirer shall ensure that all windows and doors are closed between the hours of 11pm and 7am. **Refuse** The Hirer shall ensure that where untypically or unreasonably large amounts of rubbish, as defined by the Charity or it's agents, are generated during or as a result of the hire, that the same shall be removed from the Premises by the Hirer at the end of the hire period. **Stored Equipment** The Charity accepts no responsibility for any stored equipment or other property brought onto or left at the Premises. All equipment and other property (other than equipment stored with the express written permission of the Charity, which may be withdrawn at any time without notice) must be removed at the end of each period of hire and the Charity reserves the right to charge full hiring fees until the same is removed. Failure to pay such charges on demand will entitle the Charity to remove the same and store or dispose of it as it thinks fit, and charge the Hirer any costs incurred in doing so.

Indemnity The Hirer shall indemnify the Charity, it's trustees, employees, volunteers, agents and invitees against the cost of repair of any damage done to any part of the Premises including the curtilage thereof or the contents of the Premises which may occur during the period of hire or as a result of the hiring, and all claims in respect of damage or loss of property or injury to persons arising as a result of the use of the Premises, including any storage of equipment, by the Hirer. The Charity recommends that the Hirer insure themselves against such risks. **No Rights** This Hire Agreement constitutes permission only to use the Premises and confers no tenancy or other right of occupation to the Hirer. **Right to Enter** The Charity reserves the right of entry to the Premises to its Chairperson, Booking Manager and any persons authorised by them at all times. **Right of Refusal** The Charity reserves the right to refuse or cancel any hiring without notice at any time either before or during the term of the agreement, in which case the Hirer shall be entitled to a refund of any deposits paid. **Cancellation** If the Hirer wishes to cancel the booking before the hire period begins they shall forfeit to the Charity any deposits paid. In the event of the Premises or any part thereof being rendered unfit for the use of which it has been hired, the Charity shall not be liable to the Hirer for any resulting loss or damage whatsoever. **End of Hire Period** The Hirer shall be responsible for leaving the Premises and surrounding area in a clean and tidy condition, with the Premises being properly locked and secured unless directed otherwise by the Charity, and shall ensure that any contents temporarily moved are replaced properly in their usual positions, all as directed by the End of Hire Checklist, a copy of which can be found on the Premises. Failure to comply in full with this condition will result in the forfeiture of any cleaning and/or damage deposits paid by the Hirer to the Charity.