



# **CRADLEY VILLAGE HALL STANDARD CONDITIONS OF HIRE**

**and**

**Hirers Information Sheets**

**Main Conditions(page 1-5)**

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**Fire Regulations Drawings (page 8)**

**August 2015**

These standard Conditions and information sheets apply to all hiring of Cradley Village Hall. If the Hirer is in any doubt as to the meaning of the following, the Bookings Secretary should immediately be consulted.

**Cradley Village Hall Management Committee**

**Definition:** In this agreement the terms, Cradley Village Hall Management Committee, Management Committee, or Committee or Village Hall. or Village Hall Committee shall be deemed to include their employees, volunteers, agents or invitees

## **Security Deposit**

A Security Deposit is required at the time of booking as directed by the Secretary. This will be returned to the Hirer 7 days after the completed hire period providing that the hire conditions have been fulfilled. The Management Committee reserve the right to deduct from the deposit any costs incurred due to damage caused, costs incurred, or breaches of the conditions by the Hirer and to return the balance to the Hirer or take action against the Hirer to recover any shortfall occurring.

## **Appointed Responsible Person**

**The Hirer is required to act as or appoint a person to be responsible for ensuring that these conditions are adhered to during the hire period. The responsible person must be identified to the booking secretary prior to the commencement of the hire.**

**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 the 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 Booking Officer, the Hirer shall pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents. **Activation of alarm systems other than in an emergency whether by accident or intentionally will incur a call out charge for re-setting of alarms of £250.**

**2. (b) Supervision of Children:** Children on the premises must be under adult supervision and control at all times. Children are excluded from the kitchen at all times. Under no circumstances are children allowed on the balcony unless a responsible adult is present.

**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 nor bring onto the premises anything which may endanger the same or render invalid any insurance policies licenses or permissions in respect thereof, nor allow the consumption of alcohol thereon without written permission.

**The Archive Store room on the first floor must not be used or entered under any circumstances. It contains valuable documents under temperature and humidity control and access is for authorised persons only. Costs of loss or damage to documents by entry will be deducted from the security deposit**

**4. 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
- (ii) all claims, losses, damages and costs made against or incurred by the village hall management committee 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 village hall management committee 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 member of the village hall management committee against such liabilities.

(b) The Village Hall shall take out adequate insurance to insure the liabilities described in sub-clauses (a) (i) above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (a) (ii) and (iii) above. The village hall shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of the village hall management committee 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 Village Hall does not insure the liabilities described in sub-clauses (a)(ii) and (iii) above, 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 Bookings Secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the Village Bookings Secretary to rehire the premises to another Hirer.

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

**5. 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 **on licensed premises.**

**6. Music Copyright licensing:** The Village Hall holds relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL), where appropriate, and outside these provisions the hirer must provide a licence.

**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 village hall management committee with a copy of their CRB check and Child Protection Policy on request.

**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 or have luminous lettering
- That there are no obvious fire hazards on the premises.

**The maximum number of people permitted on the premises is 100 standing or 80 seated (theatre style) 70 seated (dining style). Under no circumstance should this number be exceeded without the express written permission of the Management Committee**

**10. Noise:** The Hirer shall ensure that the minimum of noise and disturbance 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. To refuse to comply with a request to leave is a criminal offence

**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 freezer and thermometers for checking food temperature.

**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.

**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 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 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 thereunder. 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.

**16. Accidents and dangerous occurrences:** 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 village hall management committee as soon as possible and complete the relevant section in the village hall's incident book (Steward's Log). Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. The Village Hall Bookings Secretary will give assistance in completing this form and can provide contact details of the Incident Contact Centre. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

**17. 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 Management Committee. No decoration is to be erected 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 management committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

**19. Animals:** The Hirer shall ensure that no animals except guide dogs are brought into the premises, without prior permission from the Village Hall Management Committee. **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 unauthorized advertisements for any event taking place at the premises and shall indemnify and keep indemnified the 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:

- (a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election
- (b) the Village Hall management committee reasonably considering that (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring
- (c) the premises becoming unfit for the use intended by the Hirer
- (d) 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 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.

**23. End of hire:** The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, 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. All electrical equipment (including lights but excluding fridges and freezers), and water taps must be turned off. Keys are to be returned to the place designated by the booking Secretary.

**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 Bookings Secretary. 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.

**25. No Rights:** The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation by the Hirer.

**26. The premises known as Cradley Village Hall (including patio area) is fully licensed under the Licensing act 2003 and as such no one under the age of 18 is allowed to consume or purchase alcohol. Children under 18 are allowed on the premises with parental supervision only. Alcohol is only permitted to be sold between 12:00hrs and 23:00hrs Monday to Sunday**



## CRADLEY VILLAGE HALL Hirers Information Sheet

PLEASE KEEP THIS AND MAKE SURE ALL USERS READ IT.

### Opening and Closing the Village Hall

For opening and closing the Hall, please make arrangements with the Booking Secretary, Mrs Kay Roys, on 01886 880583, when confirming the booking. Please make sure that any outside caterers are aware of the hire period and that they will not be able to enter before or leave after the hire period unless arrangements are agreed well in advance with the Booking Secretary.

Visitors are expected to vacate the premises before the end of the Hiring period to allow for clearing up after the event. After midnight only those helping to clear up the Parish Hall should be on the premises.

### Safety

The Hall has a No Smoking Policy.

Prior to the admission of any those attending/visitors **the Hirer shall check the following:-**

- a) That all fire exits are unlocked and panic bolts in good working order. (Ensure rear door to patio area has the lock disabled)
- b) That all escape routes are free of obstruction and can be safely used.
- c) That any fire doors are not wedged open.
- d) That exit signs are illuminated or luminous.
- e) That there is no obvious fire hazard on the premises.

The hirer must indicate to those attending/visitors the location of the emergency exits

In the event of fire, the Village Hall Fire Procedure instructions shall be followed to evacuate the Hall and inform the Fire Brigade where appropriate. Before the Hall is occupied, be sure you know where the fire exits are and where the fire extinguishers are placed all as shown on the Fire Procedure sheet. The manner of opening push-bar Fire Doors should be made known to your visitors. **Activation of alarm systems other than in an emergency whether accidental or intentionally will incur a call out charge for re-setting of alarms of £250**

Please use the trolley provided for moving chairs (safety regulations. say in stacks of no more than 5) and take care moving tables in order to avoid personal injury and damage to the floor. Please stack **unused** chairs in the side corridor leading to the toilet.

**The Hall's Accident Book, COSHH regulations safety sheets and kitchen equipment instruction books** are kept in the kitchen together with a First Aid box.

### Heating

Wall-mounted electric heaters may be used to boost the heating in the main hall. Switches are located by the front door. **The Central Heating Control is in the rear passage next to the Kitchen door. Instructions are attached. Please return to timer setting and thermostat to 20 degrees on completing hire.**

### Telephone

The Hall has no public telephone so you are advised to bring a fully charged mobile phone for use in case of emergency.

### **Cars**

Except for disabled access cars must **NOT** be parked in Rectory Lane between the Lych-gate and the Hall. After unloading, cars must be removed to the parking areas between the Lych-gate and the Road. Under no circumstances should access via the lane be blocked. The bottom of the lane (past the Hall) should not, under any circumstances, be used for the turning of cars.

**No furniture** (e.g., chairs/tables) may be removed from the Hall nor used externally without the express permission of the Management Committee.

**Pictures:** The Hirer may not remove any pictures displayed in the Hall without permission from the Hall Committee. Should they be required to be removed the committee require a minimum of seven day's notice. Removal, storage and remounting will carry a charge of £20. Monies will be deducted from the security deposit for any non-compliance.

### **Music and entertainment**

Music and entertainment must cease at 23.30hrs at the latest. The maximum number of people admitted to the premises is 100 standing or 80 seated, 70 dining

### **Consideration for Others**

Please ensure those attending/visitors to leave quietly and without causing a nuisance at the close of your event. Please leave the Hall clean and tidy. Bag and take away all rubbish. All food items must be removed from the premises. Please ensure table tops are wiped clean before being returned to storage. Lighting, heating and power points must be turned off (except fridge and freezer). Check the building is fully secured and return the keys to the Bookings Secretary or nominated place.

**No decorations or notices** may be put up without prior permission from the Booking Secretary. Do not fix decorations to our ancient (and fragile) walls, **beams** or near light fittings or heaters.

### **Faults/ Damage/ Comments**

Please report any faults or damage to the Booking Secretary as soon as possible so that they can be rectified quickly.

**BY SIGNING THE BOOKING FORM YOU ARE DEEMED TO HAVE READ UNDERSTOOD AND AGREED TO THE CONDITIONS OF HIRE**

# Cradley Village Hall

Fire Equipment Layout  
April 2014

-  Fire Alarm Sounder
-  Fire Alarm Activation button
-  Dry Powder Extinguisher
-  Water Extinguisher
-  Co2 Extinguisher
-  Foam Extinguisher

