

Dunston Village Hall

Conditions Of Hire

Communication

All hirers will need a mobile phone as there is no fixed telephone line at the hall. This will be necessary if the emergency services are required.

Age

All hirers must be aged 18 years or over, and accept full responsibility for being in charge of the hire period. This includes the activities of all persons whilst they are on the premises or grounds during the event.

Supervision

During the hire period, the hirer is responsible for -

1. supervision of the premises, the fabric of the building, and it's contents
2. care of the premises and prevention of any damage whatsoever
3. the behaviour of all persons using the premises
4. supervision of parking on the premises

Any damage, accidental or otherwise, to the premises, fixtures, fittings or contents, must be reimbursed in full.

Use of Premises

The hirer must **not** -

1. use the premises or grounds for any purpose other than that specified in the hire agreement
2. sub-let the premises or grounds
3. allow the premises or grounds to be used for any unlawful purpose
4. permit any person to endanger the premises or render invalid any insurance policy covering the premises
5. allow the consumption of alcohol on the premises without specific permission being in place

Insurance and Indemnity

The hirer is responsible for -

1. the full and complete cost of repair to any damage, accidental or otherwise, caused to the building, curtilage, contents or grounds during the hire period.
2. all claims, losses, damages or costs, made against our employees, volunteers, agents or invitees, in respect of loss of property, or injury, or storage of property whilst the building is in use.
3. all claims, losses, damages or costs, made against our employees, volunteers, agents or invitees, made by a third party as a result of the use of the premises.

The hirer must indemnify against any such liabilities.

Dunston Village Hall is insured against any claims arising out of our own negligence.

Gaming Betting and Lotteries

The legislation relating to Gaming, Betting and Lotteries must be adhered to at all times.

Music Copyright Licensing

The hirer must ensure that Dunston Village Hall holds the relevant licences under Performing Rights Society (PRS) and the Phonographic Performance Licence (PPL).

Where required, the hirer may be required to hold such licences.

Music

The signed Hire Agreement confers permission for the performance of live or recorded music under the Deregulation Act 2015.

Film

Any hirer showing film must comply with age restrictions according to the British Board of Film Classification. The signed Hire Agreement confers permission under the Deregulation Act 2015. Where appropriate the hirer must ensure the necessary copyright licences are held.

Safeguarding

The hirer must ensure that any and all activities for children, young persons and other vulnerable adults are provided only by fit and proper persons in accordance with the Safeguarding Vulnerable Groups Act 2006, and any subsequent legislation.

If requested, a copy of the hirer's Safeguarding Policy must be produced. Also, evidence that the relevant checks through the Disclosure and Barring Service (DBS) have been completed, must be produced.

Public Safety Compliance

The hirer **must** ensure -

1. they comply with all conditions and regulations made by the Local Authority, the Licensing Authority, Dunston Village Hall Fire Risk Assessment and Dunston Village Hall Health and Safety Policy.
2. in the event of fire, the hall is immediately evacuated and the Fire Brigade called
3. they are familiar with the location and use of fire equipment
4. they are familiar with escape routes and the necessity to keep them unobstructed
5. they are familiar with the method of operation of fire doors and the necessity to close them in the event of a fire
6. they are familiar with the location of the First Aid box
7. exit signs are illuminated at all times
8. there are no fire hazards on the premises

Noise

The hirer **must** ensure -

1. the absolute minimum of noise is made on arrival, departure and during the event
2. if using sound amplification equipment, make use of any noise limitation device provided.

Drink and Drugs

The hirer **must** ensure

1. that there are no acts of violent, drunken, disorderly, or criminal behaviour either on the premises or grounds during the hire period
2. no-one attending the event consumes excessive amounts of alcohol
3. no-one brings illegal drugs onto the premises or consumes them therein
4. anyone in breach of any of these conditions is ejected from the premises forthwith in accordance with the Licensing Act 2003.

Electrical Appliance Safety

The hirer **must** ensure -

1. any electrical appliances brought onto the premises for use during the event are safe and in good working order
2. any such appliances are used in accordance with the Electricity at Work Regulations 1989
3. where a residual circuit breaker is provided, it must be used in the interests of public safety

Food and Hygiene

The hirer **must** ensure -

1. if preparing, serving or selling food, compliance with relevant food health and hygiene legislation

2. the refrigeration and storage of dairy products, vegetables and meat in accordance with Food Temperature Regulations

The Main Hall kitchen is provided with a refrigerator.

Stored Equipment

No responsibility will be accepted for any stored equipment, goods, or property whilst stored on the premises, and all liability for any such loss or damage is denied.

All equipment and other property (other than stored equipment) must be removed at the end of each hiring period. Hirers are liable for storage fees unless the property is removed.

Dunston Village Hall may, at our discretion, dispose of any items or property by sale or otherwise if not removed within seven days of notification, and may impose any costs of selling or storage upon the hirer.

Smoking

The hirer **must** ensure -

1. compliance with the prohibition of Smoking in Public Places of the Health Act 2006 and associated regulations
2. any person not complying with these regulations is escorted from the premises
3. any person wishing to smoke does so outside and with regard to disposing of the cigarette ends in a tidy and responsible manner
4. that vaping is also not permitted within any part of the premises

Accidents and Dangerous Occurrences

The hirer **must** ensure -

1. that any failure of our equipment is reported as soon as possible
2. all accidents involving injury to the public are reported and included in the Accident Book
3. specified injuries are reported on a special form to the Incident Contact Centre with assistance from the Village Hall Manager

Explosives and Flammable Substances

The hirer **must** ensure -

1. highly flammable or explosive substances are not brought into or used on the premises
2. no highly combustible internal decorations are used eg polystyrene or cotton wool

Heating

The hirer **must** ensure that no LPG or unauthorised heating is used on the premises.

Animals

Guide Dogs, Hearing Dogs and Assistance Dogs are the only animals permitted on the premises.

Fly Posting

Any form of fly posting in or around the premises or locale is not permitted, and may bring the hirer into conflict with the Local Authority.

Sale Of Goods

The hirer must ensure -

1. compliance with Fair Trading Laws and codes of conduct if selling goods on the premises
2. the total prices of all goods and services are clearly displayed
3. the organisers name and address are clearly displayed
4. any discounts offered are based only upon Manufacturers Recommended Retail Prices

Cancellation

If the hirer cancels the event before the specified date, and we are unable to achieve a replacement booking, Dunston Village Hall may, at our total discretion, require full payment of the original hire fee.

Dunston Village Hall reserves the right to cancel any Hire Agreement in the following circumstances -

1. the premises being required for use as a Polling Station
2. we have reason to believe the hire will lead to a breach of licensing conditions, a breach of legal or statutory requirements, or unlawful/unsuitable activities are expected to occur
3. the premises are currently unfit for the intended use
4. in an emergency requiring use of the premises for shelter or other emergency use

In any such case Dunston Village Hall will not be liable for any resulting direct or indirect loss.

In any such case, notice of cancellation will be provided in writing at the earliest opportunity.

Handover of Keys

A time will be agreed with the Hirer to handover the keys and go over Conditions of Hire to ensure that the Hirer is aware of their responsibilities.

The Hirer will accept receipt of the Keys and will sign for them. The keys are not to be passed to a 3rd Party unless due to emergency circumstances, in which case, the Village Hall Manager should be advised of this fact.

Return of the keys will be agreed during the handover meeting.

Should the keys be lost, the Hirer will be liable to a charge of £25.

End Of Hire

The hirer is responsible for leaving the hall and all environs in a clean and tidy condition, and properly locked and secured. The hall must be left in the condition in which it was found. Failure to do so may result in additional cleaning charges.

The hirer is responsible for total removal of all food waste, disposable cups, plates, glasses, cutlery, and decorations.

Dry empty cans and bottles, and clean plastic containers may be recycled in the green recycling bin.

Clean cardboard and paper may be recycled in the purple lidded bin

The bins **must not** be overloaded. Any excess waste must be taken home and disposed of accordingly.

Any problems such as failed light bulbs or dripping taps should be reported to the Village Hall Manager.

Alterations

No alterations or additions should be made to the premises. The installation of placards or fixtures is prohibited unless with our specific approval. Any such installation must be removed at the end of hire.

Rights

The Hire Agreement constitutes permission only to use the premises and confers no rights of tenancy or occupation.