

Jubilee Hall

Standard Conditions of Hire

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 Village Hall Bookings Caretaker should immediately be consulted.

1. The Hirer

The Hirer or the Hirer's Nominated Responsible Person, neither of whom being a person under 21 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. The Hirer shall ensure that no child under 12 years of age is allowed unsupervised in the kitchen. As directed by the Village Hall's Caretaker, 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. Maximum Occupancy

The Hirer agrees not to exceed the maximum safe number of people per room which are as follows:

Maximum Safe Occupancy	
Seated at tables	72
Closely seated (lecture format)	80
Standing (Buffet format)	90

4. Use of the Premises

The Hirer shall not use the premises for any purpose other than that described in the Booking Agreement Form 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.

5. Shared Facilities

Where more than one function is taking place on the premises at the same time, Hirers shall ensure that their activities do not inconvenience other users (noise, interrupting other sessions, etc.). Hirers must also recognise that the toilets are shared facilities.

6. Regulated Entertainment

Activities such as indoor sporting events, plays, showing of films, playing of live or recorded music, dancing, etc. are considered "regulated entertainment" and covered by the Licensing Act. However, following the deregulation of the Act in 2015, they do not need to be covered by a licence unless:

- the regulated entertainment will take place between 11pm and 8am; or
- there is an exhibition of a film, where the intention is to make a profit, including raising money for charity (i.e. it is not a film club, film society, or local social group screening)

For a performance of live music, the playing of recording music, or an exhibition of a film, written permission must be obtained from the Village Hall Committee in order for the entertainment activity to take place. This is a condition of the deregulation and is a legislative requirement. A suitably completed, signed Booking Agreement Form provides such written permission.

For an exhibition of a film, children must be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. The Hirer shall ensure that they have the appropriate copyright license for showing the film.

7. Sale & Supply of Alcohol

The Hirer shall not allow the consumption of alcohol on the premises without written agreement as part of the Booking process. The sale of alcohol needs to be covered by a licence. Under the Licencing Act 2003, you are deemed to be selling alcohol if:

- you are charging for alcoholic drinks at your event; or
- if the event is ticketed and you are providing a free drink. This is seen as selling as the cost is included in the ticket price and/or the organisation providing the alcohol is providing the free drink; or
- if the event has an entrance charge and you are providing a free drink.

The Hirer may request to sell their own supplied alcohol under the Village Hall's Premises Licence if and only if the following conditions are satisfied:

- The Hirer's Nominated Responsible Person takes personal responsibility for complying in full with the Premises License (a copy is available on request); and
- Alcohol must not be sold or supplied to under-18s;
- Alcohol will not be served or music played after 11:00pm†

8. Gaming, Betting & 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.

9. Insurance & Indemnity

The Hirer shall be liable for and indemnify Theberton & Eastbridge Community Council against:

- 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, and
- All claims, losses, damages and costs made against or incurred by the Village Hall Committee, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer, and
- All claims, losses, damages and costs made against or incurred by the Village Hall 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 the storage of equipment) by the Hirer

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

10. Safeguarding Children, Young People and Adults At Risk

The Hirer shall ensure that activities for children, young people and adults at risk are only provided by fit and proper persons in accordance with the Children Act 1989 and 2004, the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. If requested, you must provide us with a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS). All reasonable steps must be taken to prevent harm, and to respond appropriately when harm does occur. Relevant concerns must be reported.

11. 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 Village 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 or vulnerable adults. The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Booking Secretary of the Village Hall Committee.

The Hirer must familiarise themselves with the following:

- The location and use of fire equipment and escape routes.
- The action to be taken in event of fire.

- appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.

In advance of any 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 (take note of the method of operation of escape door fastenings).
- That exit signs are displayed.
- That there are no obvious fire hazards on the premises.

12. 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.

13. 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. 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 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 in accordance with the Licencing Act 2003. No illegal drugs may be brought onto the premises.

14. Hire and Use of Equipment Off Premises

Where the hire covers the use of the Village Hall's equipment away from the Premises (e.g. hire of tables, chairs, wine glasses, staging equipment, etc.), the following conditions apply:

- Transportation: the Hirer is responsible for the safe transportation of the equipment away from the premises and its safe transportation back to the premises;
- Operation: the Hirer must ensure that the equipment is used and operated in a careful and proper manner;
- Insurance: the Village Hall's insurance does not cover the use of our equipment away from the premises. Hirers need to satisfy themselves that they have appropriate alternative cover;

- Damage/Loss: the Hirer is liable for the repair or replacement cost of any loss or damage (including theft, accidental damage and malicious damage) done to any of the equipment during the period of hire;
- Alterations: the Hirer shall make no alterations to the equipment without prior written consent of the Village Hall Committee.

15. 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, in its discretion in the following circumstances, dispose of any property or equipment brought onto site by the Hirer and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same:

16. Smoking/Vaping

The Hall is a designated as **NO SMOKING/VAPING** area. 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.

17. Accidents & Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to a member of the Village Hall Committee as soon as possible and complete a record in the Village Hall's accident book which is stored in the kitchen with the First Aid kit. Any failure of equipment belonging to the Village Hall or brought in by the Hirer must also be reported as soon as possible.

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 Village Hall Committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

19. Animals

The Hirer shall ensure that no animals (including birds) except assistance or guide dogs are brought into 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.

20. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the Village Hall Committee Council 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 Theberton & Eastbridge Community Council.

The Village Hall Committee Council reserves the right to cancel a booking by written notice to the Hirer in the event of:

- The premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;
- The premises being required for the funeral, or post-funeral gathering, of a village resident;
- The premises becoming unfit for the use intended by the Hirer;
- The Village Hall 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;
- 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 above, the Hirer shall be notified as promptly as possible and 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.

21. 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 temporarily removed from their usual positions properly replaced, otherwise the Village Hall Committee Council shall be at liberty to make an additional charge.

22. 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 approval of the Village Hall's Caretaker. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Village Hall Committee 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 hall or, if any damage caused to the premises by such removal.

23. No Rights

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

24. Dangerous and unsuitable performances

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

25. 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
- No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Village Hall Committee. No decorations are to be put up near light fittings or heaters

By signing the Booking Form and Contract of Hire (electronically or by hand) the Hirer acknowledges an understanding of the Standard Conditions of Hire which form part of the Hiring Agreement, and agrees to perform the provisions and stipulations contained or referred to in these Conditions of Hire.