

# **Schedule of Standard Conditions of Hire**

## **The Village Hall at BURNASTON Standard Conditions of Hire**

(If the Hirer is in any doubt as to the meaning of the following, Burnaston Parish Council or Booking Clerk should immediately be consulted.)

**For the purposes of these conditions, the term HIRER shall mean an individual hirer or, where the hirer is an organisation, the authorised representative.**

### **1. Supervision**

**THE HIRER** will, 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.

### **2. 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 nor allow the consumption of alcohol thereon without written permission.

### **3. Licences**

**THE HIRER** shall be responsible for obtaining such licences as may be needed for their proposed activity.

### **4. 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.

### **5. Public Safety Compliance**

**THE HIRER** shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Local Magistrates' Court or otherwise, particularly in connection with any event which includes public dancing or music: or other similar public entertainment.

### **6. Health and Hygiene**

**THE HIRER** shall, if preparing, serving or selling food observe all relevant food health and hygiene legislation and regulations.

### **7. Electrical Appliance Safety**

**THE HIRER** shall ensure that any electrical appliances brought by him to the premises and used there shall be safe and in good working order, and used in a safe manner. Where a residual circuit breaker is provided under terms of the PEL or CPL the hirer must make use of it in the interests of public safety.

**8. Indemnity**

**THE HIRER** shall indemnify the Parish Council for the cost of repair of any damage done to any part of the property including the curtilage thereof or the contents or the buildings which may occur during the period of the hiring as a result of the hiring.

**THE HIRER** shall be responsible for making arrangements to insure against any third party claims which may lie against him or her (or the organisation if acting as a representative) whilst using the Village Hall. (The Village Hall is insured against any claims arising out of its own negligence).

**9. Accidents and Dangerous Occurrences**

**THE HIRER** must report all accidents involving injury to the public to a member of the Parish Council as soon as possible. Any failure of equipment either that belonging to the hall or brought in by the hirer must also be reported as soon as possible. Certain types of accident or injury must be reported on a special form to the local authority. The Parish Council will give assistance in completing this form. This is in accordance with the Executive Reporting of Injuries, Diseases and Dangerous Occurrences Regulation 1995.

**10. Animals**

**THE HIRER** shall ensure that no animals (including birds) except guide dogs are brought into the hall, other than for a special event agreed to by the Parish Council. No animals whatsoever are to enter the kitchen at any time.

**11. Compliance with The Children Act**

**THE HIRER** shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1959 and that only fit and proper persons have access to the children. (See VHIS No.5).

**12. Fly Posting**

**THE HIRER** shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the Hall, and shall indemnify the Parish Council accordingly against all action, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

**13. 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.

**14. Cancellation**

**IF THE HIRER** wishes to cancel the booking before the date of the event and the Parish 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 Parish Council.

**15. Cancellation**

**THE PARISH COUNCIL** reserves the right to cancel this hiring in the event of the hall being required for use as a Polling Station for a Parliamentary or Local Government election or bye-election, in which case the Hirer shall be entitled to a refund of any deposit already paid.

16. **Unfit for Use**

In the event of the hall or any part thereof being rendered unfit for the use for which it has been hired, the Parish Council shall not be liable to the hirer for any resulting loss or damage whatsoever.

18. **Refusal of Booking**

**THE PARISH COUNCIL** reserves the right to refuse a booking without notice or to cancel this hiring agreement at any time either before or during the term of the agreement upon giving 7 days notice in writing to the hirer.

**THE HIRER** shall be entitled upon such notice to reimbursement of such monies including the deposit or a proportion of the same as have been paid by the hirer to the Parish Council and the Parish Council shall not be liable to make any further payment to the hirer.

19. **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 back in their usual positions properly replaced, otherwise the Parish Council shall be at liberty to make an additional charge.

20. **Noise**

**THE HIRER** shall ensure that the minimum of noise is made on arrival and departure.

21. **Non Smoking**

The Village Hall is a non smoking environment. **THE HIRER** shall be responsible to ensure that there is no smoking on the premises.

**As Witness** the hands of the parties hereto:

**Signed** by the person named in paragraph A2 of the Hiring Agreement on behalf of Parish Council.

Signed ..... Dated .....

**Signed** by the person named in paragraph A3 of the Hiring Agreement as or on behalf of the Hirer (where applicable).

Signed ..... Dated .....