



Standard Conditions of Hire

These Standard Conditions of Hire (hereafter referred to as SCH) are set out by the Porthtowan Village Hall Management Committee (hereafter referred to as PVHMC), and are reviewed annually.

The SCH are available to all members of the public wishing to hire the Porthtowan Village Hall (hereafter referred to as Hirers) either in paper or electronic form and are posted on the Village Hall notice board

If the Hirer is in any doubt as to the meaning of any of the conditions, the Bookings Manager should immediately be consulted.

Hiring the Hall

- 1) The Hirer must be over 18 years old.
- 2) The Hirer accepts responsibility for:
 - a) being in charge of, and on the premises of, the Porthtowan Village Hall (hereinafter called the Premises) at all times when the public are present
 - b) ensuring that all conditions under this Agreement relating to management and supervision of the Premises, are met.

Use of Premises

- 1) The Hirer must not use the Premises (including the car park) for **any** purpose other than that described in the Hiring Agreement.
- 2) The Hirer must not sub-hire, use the premises, or allow the premises to be used, for any unlawful or unsuitable purpose or in any unlawful way.
- 3) The Hirer must not do anything, or bring onto the premises anything, which may endanger the same or render invalid any insurance policies in respect thereof.
- 4) The Hirer must not allow the consumption of alcohol on the Premises unless stated in the Hiring Agreement.

Supervision of Premises

- 1) The Hirer shall, during the period of the hiring, be responsible for supervision of the Premises:
 - a) the fabric and the contents
 - b) their care, and safety from damage however slight or change of any sort
 - c) 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) **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.**

Cancellation

- 1) If the Hirer cancels the booking before the date of the event and the PVHMC is unable to find a replacement booking, the question of the payment or the repayment of the deposit or fully paid fee shall be at the discretion of the PVHMC.
- 2) The PVHMC reserves the right to cancel this hiring by written notice to the Hirer in the event of:
 - d) the Premises being required for use as a Polling Station for a Parliamentary or Local the Government election or by-election
 - b) the premises becoming unfit for the use intended by the Hirer
 - c) the Premises being required as an emergency shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters
 - d) the PVHMC reasonably considers that
 - i) such hiring would lead to a breach of licensing conditions (if applicable), or other legal or statutory requirements
 - ii) or unlawful or unsuitable activities would take place at the premises as a result of this hiring.
- 3) In any such case (a), (b) or (c) the Hirer is entitled to a refund of any deposit paid, but the PVHMC shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.
- 4) In any such case (d) the Hirer is NOT be entitled to a refund of any deposit paid, and the PVHMC shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.
- 5) If the hall becomes unusable due to exceptional circumstances e.g., fire, flood, heating failure, the PVHMC will not be responsible for any costs incurred by the Hirer.
- 6) Rent will not be charged for the period that the hall is unusable.

End of hire

- 1) The Hirer is responsible for leaving the Premises and surrounding area in a clean and tidy condition i.e.
 - a) all floors swept,
 - b) all taps turned off,
 - c) toilets left clean and tidy,
 - d) all lights switched off,
 - e) the cleaning cupboard locked,
 - f) all rubbish removed.
- 2) The Hirer must ensure that all doors are closed and properly locked and secured unless directed otherwise (the kitchen door should be locked and checked from the outside).
- 3) Any contents temporarily removed from their usual positions are to be properly replaced, otherwise the PVHMC may make an additional charge.
- 4) The Hirer is responsible for recycling all waste materials (e.g., plastic bottles, cardboard, glass) brought into the hall for their own use, and removal of all other rubbish.

Insurance and indemnity

- 1) The Hirer is liable for:
 - a) 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
 - b) all claims, losses, damages and costs made against or incurred by the PVHMC, 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
 - c) all claims, losses, damages and costs made against or incurred by the PVHMC, 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, subject to sub-clause (2), the Hirer shall indemnify and keep indemnified accordingly each member of the PVHMC, their employees, volunteers, agents and invitees against such liabilities.

- 2) The PVHMC shall take out adequate insurance to insure the liabilities described in sub-clauses (1)(a) above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (1) (b) and (c) above.
- 3) The PVHMC shall claim on its insurance for any liability of the Hirer hereunder, but the Hirer shall indemnify and keep indemnified each member of the PVHMC, their employees, volunteers, agents and invitees against
 - a) any insurance excess incurred and
 - b) the difference between the amount of the liability and the monies received under the insurance policy.
- 4) Where the PVHMC does not insure the liabilities described in sub-clauses (1)(a) and (b) 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 Booking Secretary.
- 5) Failure to produce such policy and evidence of cover will render the hiring void and enable the Bookings Manager to rehire the premises to another Hirer.
- 6) The PVHMC is insured against any claims arising out of its own negligence.

GENERAL CONDITIONS

No Tenancy or Occupation rights

The Hiring Agreement constitutes permission only to use the premises for the duration of the Hiring Agreement and confers no tenancy or other right of occupation on the Hirer.

Alterations

- 1) No alterations or additions may be made to the premises.
- 2) No fixtures may 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 Manager.
- 3) No alteration, fixture or fitting or attachment so approved at the discretion of the PVHMC shall remain in the premises at the end of the hiring.
- 4) It will become the property of the Village Hall unless removed by the Hirer who must make good to the satisfaction of the PVHMC any damage caused to the premises by such removal.

Noise

- 1) The Hirer must ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning.
- 2) The Hirer must, 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.

Drunk and disorderly behaviour and supply of illegal drugs

- 1) The Hirer must ensure that, in order to avoid disturbing neighbours and avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol (when a bar has been booked).

- 2) No illegal drugs may be brought onto the premises.
- 3) Drunk and disorderly behaviour are not permitted either on the premises or in its immediate vicinity.
- 4) Any person suspected of being drunk, under the influence of drugs, or who is behaving in a violent or disorderly way will be asked to leave the premises in accordance with the Licensing Act 2003.

Health and hygiene

- 1) The Hirer must, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.
 - a) In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations.
- 2) The premises are provided with a refrigerator.

Please note the kitchen is only licenced for the preparation of vegan food.
Any other food must be prepared off premises.

Electrical appliance safety

- 1) The Hirer must 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.
- 2) Where a residual circuit breaker is provided the hirer must make use of it in the interests of public safety.

Equipment

- 1) The PVHMC 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.
- 2) 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.
- 3) The Hirer shall discuss and agree the use of any equipment and furniture at the time of hiring.
- 4) The PVHMC 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.
 - i) 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.

Smoking

- 1) THE PORTHTOWAN VILLAGE HALL IS A NO SMOKING FACILITY
- 2) 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.
- 3) Any person who breaches this provision shall be asked to leave the premises.

- 4) 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.

Accidents and dangerous occurrences

- 1) Any failure of equipment belonging to the Village Hall or brought in by the Hirer must be reported as soon as possible.
- 2) The Hirer must report all accidents involving injury to the public to a member of the PVHMC as soon as possible and complete the relevant section in the Hall's accident book.
- 3) Certain types of accident or injury must be reported on a special form to the Incident Contact Centre.
- 4) The Accident Contact will give assistance in completing this form and can provide contact details

Explosives and flammable substances

- 1) 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) is erected without the consent of the PVHMC
 - c) No decorations are put up near light fittings or heaters.

Heating

- 1) The Hirer shall ensure that:
 - a) no unauthorised heating appliances are used on the premises when open to the public without the consent of the PVHMC
 - b) Portable Liquefied Propane Gas (LPG) heating appliances are not used
- 2) The heating controls are not to be touched or altered.

Animals

- 1) The Hirer shall ensure that no animals (including birds) are brought into the premises, other than for a special event agreed to by the PVHMC.
- 2) Guide dogs and dogs on leads are welcome on the premises.
- 3) No animals whatsoever are to enter the kitchen at any time.

Fly posting

- 1) The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises.
- 2) The Hirer shall indemnify and keep indemnified each member of the PVHMC accordingly against all actions, claims and proceedings arising from any breach of this condition.
- 3) Failure to observe this condition may lead to prosecution by the local authority.

Sale of goods

- 1) 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.

- 2) 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.

Gaming, betting and lotteries

- 1) 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.

Music Copyright licensing

- 1) The Hirer shall ensure that the PVHMC
 - a) holds relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL)
 - b) or, where appropriate, the Hirer holds a licence.

Internet

- 1) The Village Hall has internet access. Connection details can be obtained from the Bookings Manager./posters in the hall.
- 2) The Hirer shall use the internet responsibly.

Film / Television

- 1) The Village Hall holds a current TV license.
- 2) Hirers must ensure that they have the appropriate copyright licences for film.

- 4) The Hirer must ensure that children are restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification.

Childcare Act 2006

- 1) The Hirer must ensure that any activities for children under eight years of age comply with the provisions of the
 - a) Childcare Act 2006, and the
 - b) Safeguarding Vulnerable Groups Act 2006
- 2) The Hirer must ensure that only fit and proper persons who have passed the appropriate Disclosure and Barring Service checks have access to the children.
- 3) The Hirer shall provide the Village Hall Management Committee with a copy of their DBS check and Child Protection Policy on request.
- 4) Checks may also apply where children over eight and vulnerable adults are taking part in activities.

Public safety compliance

- 1) The Hirer must comply with all conditions and regulations made in respect of the premises by the:
 - a) Local Authority,
 - b) the Licensing Authority,
 - c) 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.

- 2) The Hirer must also comply with the hall's Health and Safety Policy.

Outbreak of Fire

- 1) The Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to the Booking Secretary.
- 2) The Hirer acknowledges that they have received instruction in the following matters:
 - a) The action to be taken in event of fire.
 - b) This includes calling the Fire Brigade and evacuating the hall.
 - c) The location and use of fire equipment. (Include diagram of location when handing over keys.)
 - d) Escape routes and the need to keep them clear.
 - e) Method of operation of escape door fastenings.
 - f) Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
 - g) Location of the first aid box.
- 3) In advance of any activity, whether regulated entertainment or not, the Hirer shall check the following items:
 - a) That all fire exits are unlocked and panic bolts in good working order.
 - b) That all escape routes are free of obstruction and can be safely used for instant free public exit.
 - c) That any fire doors are not wedged open.

- d) That all exit signs are illuminated.
 - e) That there are no obvious fire hazards on the premises.
 - f) That emergency lighting supply, illuminating all exit signs and routes, are turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).
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