

All Hire Agreements of Shipham Village Hall Trust, acting through its management committee, ("the Hall"), are subject to these Standard Terms and Conditions of Hire and any Special Conditions of Hire arising from the purpose of hire (hereafter jointly referred to as "Hall Conditions"). No exclusion of any term or condition can apply unless specifically granted in writing by the Hall.

**Standard Conditions of Hire:**

1. **The Hirer** will ensure they (and any persons appointed to act on their behalf to run the event) understand **the Hall Conditions** and that the provisions and stipulations stated therein will be met throughout the hire. If **the Hirer** is in any doubt as to their meaning, the Bookings Clerk should be consulted at once.
2. **Statement of purpose**  
**The Hirer must have** provided a clear and unambiguous statement of the purpose of hire on the booking form before signing and provided an additional statement in writing of any necessary clarification of purpose
3. **Supervision of hire**  
**The Hirer undertakes to appoint** a sufficient number of competent **supervisors, aged 21 or over**, to provide adequate supervision throughout the hiring to ensure the provisions and stipulations referred to in **the Hall Conditions** and any applicable licences are complied with at all times
4. **The Hirer and their supervisors are responsible** during the whole period of hire **for** making sure that:
  - **a fully charged mobile phone remains available** throughout the hire for use in an emergency
  - the **numbers** of people using each room is never more than that permitted for each room (see **the Hall's** web site or notice board)
  - **use of the premises** (namely the building, its fabric and contents, its access, car park and surrounding land) is fully supervised to keep those premises safe from damage or change of any sort
  - the purpose and **conduct** of the hire **does not disrupt** the use of other rooms hired to other hirers
  - the **behaviour** of all persons, whatever their capacity, using the premises, **remains under control**
  - **car parking is controlled** to avoid obstruction of the highway, footpaths, access road and parking areas
  - **Noise is kept to a minimum** by any person on arrival or departure, particularly at night or early morning
  - any **electrical appliances** brought onto the premises for use shall be certified **safe** and in good working order, and used in a safe manner, using residual current circuit breakers where appropriate
5. **The Hirer and their supervisors are responsible** during the whole period of hire **for** making sure that:
  - **the premises are not** sub- hired or used for any purpose other than that described in the booking form
  - **the premises are not** used by **the Hirer** or anyone else for any unlawful purpose or in any unlawful way
  - **No excessive noise occurs** during the hire
  - **No birds or animals**, except personal guide dogs, are brought into the building without **the Hall's** prior written permission
  - **No animals** whatsoever are allowed to enter the kitchen or kitchenette at any time
  - **No fireworks** are to be used **anywhere** in the building or in the grounds
  - **Nothing that may endanger the premises is allowed** to be brought onto the premises
  - **No drugs** are allowed on the premises and there is **no smoking** in the building
  - **No L P Gas appliances or highly flammable substances** are brought onto the premises
  - **No other action** is allowed **that may render any insurance cover for the premises invalid**
6. **The Hirer and their supervisors are responsible at the end of the hire** for making sure that :
  - everything is left clean and tidy with all rubbish taken away from the premises by the users
  - all equipment, chairs and tables have been returned tidily to their storage positions as shown on the notices
  - the premises are cleared of people and all fire exit doors and all windows are locked
  - the kitchen, kitchenette, and all toilets are checked to ensure no taps are left running
  - all lights are switched off (except for those sensor controlled in the lobby toilets, store passage and store)
  - **Unless another user is present for another hire**, or **the Hirer** has been advised not to lock as the premises will be in use shortly, **reset the alarm, lock the exit door and return the key** as advised
7. **Authority to supply alcohol or to provide public entertainment:**
  - **No alcohol** may be supplied or consumed on the premises under any circumstances without the specific written authority of **the Hall** as granted under the terms of the Premises Licence. Performance of entertainment for the public also requires the specific written authority of **the Hall** (see page 4, clause 4).
  - **Although not normally necessary, the Hall** may choose to require **the Hirer** to obtain their own Temporary Event Licence at their own expense, but **no hirer may seek** such a **licence without the consent of the Hall**.
  - **Approval for those activities covered** by the licence will be **indicated by** the inclusion of a **charge** for the use of alcohol, **and/or** reference to any performance on the **booking confirmation**
8. **Compliance with The Childcare Act 2006** (also see specific policy documents on **the Hall's** web site)
  - **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 DBS (CRS) 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 Hall** with a copy of their DBS check and Child Protection Policy on request.

**Standard Terms and Conditions of Hire continued:**

**9. Outbreak of fire and means of escape**

- **Before start of event the Hirer and supervisors must understand the Fire Procedures notices**
- The notices (displayed by the entry doors in the main lobby, alongside the alarm boxes, and in the Star room, by the toilet door), display a layout plan identifying fire escape routes, exits and equipment
- During the event all means of exit from the premises must be kept free from obstruction and immediately available for instant free exit of the public
- **Immediately** the strident fire **alarm sounds** the **Fire Brigade** will be **automatically called out**
- **If** this was **known** to have been **triggered accidentally** you have **2 minutes to abort a call out**
- **Follow the instructions on the fire notices** and then notify the Hall Manager of fire or false call out
- **Immediately alarm goes the Hirer and their supervisors should call "EVERYBODY OUT NOW"**
- Then **make sure everyone has left** unless that action has already become unsafe for supervisors

**10. Compliance with other relevant legislation**

**The Hirer must** in particular **make sure that they or the users:**

- **do not contravene** the **law relating to gaming, betting, and lotteries**
- **comply with** all conditions and regulations required by the **Premises Licensing Acts**, particularly if the events include public dancing, or music, or stage plays, or films, or similar entertainment
- **have their own valid TV licence** should they wish **to watch any TV program or any streamed TV** in any way **on the hall's premises, as the Hall does not itself have any licence** for such activity
- **observe** all relevant **food health and hygiene legislation and regulations** if preparing, serving or selling food
- if selling goods on the premises **comply with Fair Trading Laws** and any code of practice used in connection with such sales; in particular ensure that the total prices of all goods and services and the organiser's name and address are prominently displayed, and that any discounts offered are based only on Manufacturers' Recommended Retail Prices (See ACRE Village Hall Info' Sheet 34)
- **do not contravene** the **Copyright Act**
- **do not carry out or permit fly posting**, or any other illegal form of unauthorised advertisements, for any event taking place at the premises. A breach of this condition may lead to prosecution by the local authority

**11. Retention of Deposit**

**The Hall** reserves the right to retain all or part of any deposit if any term or condition is not complied with

**12. Indemnity from the Hirer**

**The Hirer shall** be liable for the cost of repair of any damage done to any part of the premises (namely the building, its fabric and contents, its access, car park and surrounding land)

**The Hirer shall** indemnify and keep indemnified each **Trustee, the Hall and the Hall's** employees, volunteers, agents and invitees against the full costs of all actions, claims, and costs of proceedings arising:-

- (a) from any breach of the Premises Act during the hire
- (b) from any breach of **the Hall Conditions**
- (c) in respect of damages, including damage for loss of property or injury to persons as a result of the use of the premises (including the storage of equipment) by **the Hirer**
- (d) as a result of any nuisance caused to a third party as a result of use of the premises by **the Hirer**

**13. Insurance**

**The Hall** is insured against any legal liability for any loss or damage arising out of the use of the hall and its grounds. However items stored by any hirer in the building are not insured except by prior arrangement with **the Hall** that has been confirmed in writing by **the Hall**.

**The Hall's public liability cover is extended** up to a level of £2 million to all hirers, **except as noted below, provided** their activities are conducted wholly at the premises.

**The Hall's public liability policy specifically does not provide cover for** any activities organised by:

- a) any hirer who is part of an umbrella organisation with its own public liability insurance
- b) any hirer who is a commercial hirer (i.e. a hirer that is running a business)
- c) any event organiser/company running an event either for themselves as the hirer or for any other hirer
- d) a private hirer where no benefit for the local communities can be demonstrated
- e) any hirer who is intending to or will provide use of a bouncy castle during the hire

Such hirers must have public liability insurance cover of not less than £2 million under an insurance policy. On confirmation of the booking, **the Hirer** must produce evidence of such cover to the Bookings Clerk within 21 days and before the date of the event. [Any private persons responsible for a hire in categories d) or e) will have such cover available if they are a householder with contents insurance. Bouncy castle providers should be able to provide this for a hirer.]

Failure to provide such evidence will render the hiring void and enable the Bookings Clerk to re-hire the rooms to another hirer.

For continuing periodic hires a copy of renewal confirmation of that policy must be sent on receipt to the bookings clerk.

**Standard Terms and Conditions of Hire continued:**

**14. The Hirer must report all Accidents and Dangerous Occurrences**

**The Hirer must** report all accidents involving injury to the public to an authorised representative of **the Hall** as soon as possible, and complete the relevant section in **the Hall's Accident** Book.

In accordance with the 'Reporting of Injuries, Diseases and Dangerous Occurrences Regulation' 1995, **certain types of accident or injury must be reported on a special form to the local authority**, (forms are in a kitchenette drawer); **the Hall's** Manager will assist the completion of this form on request

**The Hirer must** also report any failure of equipment as soon as possible to an authorised representative of **the Hall**, whether or not the equipment belongs to **the Hall**, or another other hirer, or was brought in by **the Hirer**

**15. Stored equipment**

- **The Hall** accepts no responsibility for any stored equipment or other property brought onto or left at the premises and all liability for loss or damage is hereby excluded
- All equipment and other property, other than that stored on the premises by agreement, must be removed at the end of each hiring or storage period
- **The Hall** may dispose of any such items 7 days thereafter at its discretion, by sale or otherwise on such terms and conditions as it thinks fit, and charge **the Hirer** daily storage fees and costs incurred in storing and selling or otherwise disposing of the same

**16. Alterations or additions**

- **No alterations or additions** may be made to the **premises**
- **No fixtures are to be installed, nor placards, decorations, or other articles be attached, in any way to any part of the premises** without the prior written approval of **the Hall**
- Any approved alteration, fixture or fitting, or attachment shall, at the discretion of **the Hall**, remain in the premises at the end of the hire and become the property of **the Hall** or, be removed by **the Hirer**
- **The Hirer** must make good to the satisfaction of **the Hall** any damage caused to the premises by the removal of any alteration, fixture or fitting, or attachment

**17. Continuing hires**

- **After** a regular periodic hirer or a village organisation, **signs** a hire agreement **subsequent use** of the same facilities for the same purpose is deemed to be **governed by that hire agreement**, notwithstanding that dates or times of use have not been inserted appropriately in the booking form
- **The Hall reserves the right to give notice that specific dates otherwise considered booked will not be available** in order to accommodate special requirements of other hirers from time to time
- **The Hirer** may give notice that no presumed hire is possible for specific dates within the continuance
- **All such notices by either party should be given in writing at least 3 weeks in advance**
- **The Hall** may agree to payment in arrears by such periodic hirers but payment must be within 1 month or a 5% surcharge may be levied on overdue amounts.

**18. Cancellation by the Hirer**

- **The Hirer** must notify cancellation to the bookings clerk as soon as such decision is made to allow the date to be available for other potential hirers
- If **the Hirer** cancels the booking before the date of the event **and the Hall** is unable to conclude a replacement booking, **the Hall** may, at its discretion, require a further payment of hire fees and/or withhold part of the special deposits and hire charge already paid
- **Saturday or all-day** bookings will be subject to a **minimum charge** of the lower **of full rent or £50**

**19. Cancellation by the Hall**

**The Hall** reserves the right to cancel a hiring by written notice to **the Hirer in the event of** the premises being required for **use as a Polling Station** for any election, bye-election, or referendum, or **the Hall reasonably considers that:**

- such hiring may lead to a breach of the licensing conditions, or other legal or statutory requirements, or
- unlawful or unsuitable activities may take place at the premises as a result of the hiring, or
- the premises have become unfit for the use intended by **the Hirer**

In any such case **the Hirer** shall be entitled to a refund of any deposit or hire fees already paid, but **the Hall** shall not be liable for any resulting direct or indirect loss or damages whatsoever.

**20. Restriction of benefit of the hire agreement**

None of the provisions of the hire agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 and relevant succeeding legislation on a person who is not named as a party to this Hire Agreement. The hire agreement confers no tenancy or other right of occupation on **the Hirer**

**21. CCTV**

High definition CCTV cameras are in 24 hour use to monitor the exterior and interior of the hall with the exception of any toilet areas. All images are retained for the following 14 days. Access is strictly limited and controlled by password security. Police and other appropriate authorities may be allowed access if this is considered to be required in the event of an incident.

**Special conditions of Hire to comply with the Premises Licensing Act 2003**

**1. The primary responsibilities of the Hirer**

- 1.1 **The Hirer must read and understand** the conditions of the Premises Licence for the premises as summarised on the business notice board in the Hall lobby (see web site for a copy of licence)
- 1.2 **The Hirer is a person**, or an organisation represented by a person, **aged 21 or over**. **The Hirer** accepts responsibility for being in charge of the premises at all times when the public are present and for ensuring that all conditions of the Premises Licence relating to and supervision of the premises are met. **The Hirer may** nominate alternate qualified responsible persons, not being persons under 21 years of age, to act on his behalf.
- 1.3 **The Hirer acknowledges** that he will ensure that he or his nominee has reviewed the check list (see copy on the web site) and received instruction before the hire starts on the following:
  - the action to be taken in event of fire, including activation of automatic call out the fire brigade by the triggering of the alarm and procedures for evacuating the hall;
  - the location and use of fire equipment, and position of the fire alarm and plan showing the fire exits;
  - escape routes and the need to keep them clear;
  - the method of operation of escape door fastenings;
  - the requirements for arranging chairs for an audience;
  - the requirements for using the stage, and detachable stairs if being used
  - the importance of any fire doors and of closing all fire prevention doors at the time of a fire;
  - the location of first aid boxes
- 1.4 **The Hirer shall**, immediately in advance of any entertainment, **check** that:
  - the **exits** are unlocked and emergency exit panic bars and thumb-turns are in good working order
  - all **escape routes** are free of obstruction and can be safely used
  - there are **no obvious fire hazards** on the premises
  - any **fire doors** are not wedged open during a performance
  - the emergency **exit signs** are switched on and illuminated
  - continuous **linkage of 4-12 chairs** per row is provided for an audience in excess of 120, up to 200
  - **detachable stairs**, if in use, are securely assembled and aligned tight against the stage front edge
- 1.5 **The Hirer shall also ensure** for any entertainment that:
  - In addition to **the Hirer** or his alternate qualified person, a **minimum of 1 further competent attendant**, aged 21 or over, shall be on duty to assist people entering and leaving.
  - If most of the audience is under 16, the total number of attendants shall be not less than 3.
  - All persons on duty shall have been instructed as to their essential responsibilities in the event of fire or other emergencies, including attention to disabled persons, the location and use of the firefighting equipment available, automatic call out of the fire brigade on alarms being set off, and evacuation procedure or cancellation of the alarm

**2 Restrictions applying to Performance of entertainment for the public**

- No performances involving danger to the public shall be given
- No film shall be shown to the public unless classified by the British Board of Film Censors or the Council and any age limits imposed by that classification must be strictly observed
- Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification
- **Council** should ensure that they have the appropriate copyright licences for film

**3 Restrictions under the Premises Licence on Capacity, Hours of Opening, and Purpose of Hire**

- The number of people using each room hired shall not exceed that permitted for those rooms, and **the Hirer** shall have a method of monitoring the numbers, such as pre numbered tickets
- The premises shall only be used between the hours set out in the Premises Licence
- The premises shall only be used for the purposes set out in the Premises Licence

**Provided the Hall** has given written permission, **the Hirer** may apply for a Temporary Event Licence to Sedgemoor District Council Licensing Department for an additional use or for a period outside these hours.

**4 Restrictions under the Premises Licence on the Supply of Alcohol**

- Alcohol may not be supplied on the premises without the written consent of **the Hall** as Designated Premises Supervisor ("**the DPS**"), unless **the Hirer** has been required by **the Hall** to obtain their own Temporary Event Licence (See Standard Terms and Conditions clause.7)
- Alcohol **must not be supplied to any person under 18 years of age**
- Alcohol must not be supplied to any person who is already intoxicated
- Alcohol must not be sold unsupervised by any person under 18 years of age
- At a private party for which no charge is made for admission, food, or other supply, permission of the DPS will normally not be withheld provided: there will be no payments received for any supply, nor consumption by "under 18's", of any alcohol brought into the premises by **the Hirer** or guests.
- Draught beer or cider may only be served if the bar service is only provided in the Star room