

# **Conditions attached to the Hiring of SELWORTHY PARISH HALL at Harepark, Allerford**

If the hirer is in any doubt as to the meaning of the following, The Booking Clerk should be consulted.

For the purpose of these conditions, the term HIRER shall mean and Individual hirer, or where the hirer is an organisation, their authorised representative.

## **1. SUPERVISION**

The HIRER will, during the period of the hiring, be responsible for the 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; vehicles should only be parked in the area designated by the committee.

## **2. USE OF PREMISES**

The HIRER should 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 on to 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, whether for the sale or supply of intoxicating liquor, from the Performing Rights Society, from Phonographic Performance Ltd or otherwise, and for the observance of the same.

## **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 Magistrates Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays.

## **6. HEALTH AND HYGIENE**

The HIRER shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislations and regulations. If caterers are used, the Booking Clerk must be shown the relevant Food and Hygiene Certificate.

## **7. HEALTH AND SAFETY**

All heavy items, including tables and griddles, must be carried by two people. Chairs must be stacked and moved using the trolleys provided. Chairs and tables must be lifted and NOT dragged across the floor

## **8. 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 the terms of the PEL or CPL, the HIRER must make use of it in the interests of public safety.

## **9. INDEMNITY**

The HIRER shall indemnify the committee for the cost of repair of any damage done to any part of the property, including the curtilage thereof, or the contents of the buildings which may occur during the period of hiring as a result of the hiring, including any damage caused to the Children's Playground, Football Goalposts or any other outside equipment, including the field itself.

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 of acting as a representative) while using the Parish Hall. (The Parish Hall is insured against any claims arising out of its own negligence).

## **10. ACCIDENTS AND DANGEROUS OCCURANCES**

The HIRER must report all accidents involving injury to the public to a member of the Management Committee as soon as possible. Any failure of equipment, either than belonging to the Hall or that 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 Hall Secretary will give assistance in completing this form. This is in accordance with the Executive Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995.

The following activities, events and functions are not covered by the Hall insurance and therefore **MUST NOT** be carried out at the Hall by the HIRER:

- Sponsored walks, rides, marathons or similar events
- Fireworks displays or bonfires
- Bouncy castles and other inflatable devices. (The Hall is not insured for bouncy castles – if hiring for a party etc., please ensure that either you or the hiring company have suitable liability insurance to cover for use on Hall premises.)

In addition, any person injured while taking part in the following will not be covered by the Hall Insurance Policy:

- contact sports
- jousting competitions
- 'It's a Knockout' type competitions
- 'Donkey Derby' races
- go-karting
- parachute jumping, paragliding or parasailing, bungee jumping or abseiling.
- events involving weapons, passenger-carrying amusement devices, or remote-controlled model aircraft

## **11. ANIMALS**

The HIRER shall ensure that no animals (including birds) except guide dogs, are brought into the Hall, other than for a special event (eg obedience classes) agreed by the committee. No animals whatsoever are to enter the kitchen at any time.

## **12. COMPLIANCE WITH CHILDREN'S ACT**

The HIRER shall ensure that any activities for children under eight years of age comply with the provisions of the Children's Act of 1989, and that only fit and proper persons have access to the children.

### **13. FLY POSTING**

The HIRER shall not carry out, nor permit to be carried out, any form of fly posting or any other form of unauthorised advertisements for any event taking place at the Hall, and shall indemnify the committee accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the Local Authority.

### **14. SALES OF GOODS**

The HIRER shall, if selling goods on the premises, comply with the fair trading laws and any code of practise used in connection with such sales. In particular, the HIRER shall ensure that the total price of all goods and services are prominently displayed, as shall be the organiser's name and address, and that discounts offered are based only on Manufacturers Recommended Retail Prices.

### **15. CANCELLATION**

If the HIRER wishes to cancel the booking before the date of the event, and the committee is unable to conclude a replacement booking, the question of the payment or the replacement of the fee shall be at the discretion of the committee.

The COMMITTEE 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 by-election, in which case the HIRER shall be entitled to a refund of any deposit paid.

### **16. UNFIT FOR USE**

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

### **17. REFUSAL OF BOOKING**

The COMMITTEE 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 seven days' notice in writing to the hirer.

The HIRER shall be entitled upon such notice to re-imburement of such monies, including the deposit or a proportion of same, as have been paid by the hirer to the Committee. The Committee shall not be liable to make any further payment to the hirer.

### **18. 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 Committee shall be at liberty to make an additional charge.

### **19. NOISE**

The HIRER shall ensure that a minimum of noise is made on arrival and departure.

### **20. SPECIAL CONDITIONS**

Care of the floor. The HIRER is responsible for ensuring the hall floor is not damaged by furniture or footwear. Tables and chairs must be lifted (by two people where stipulated - see item 7 above) and not dragged across the floor. No stiletto heels, studded sports shoes or other shoes likely to damage the floor are allowed to be worn in the hall.

Any damage to the structure of the hall or its contents, including the floor, will be charged.

## 21. ON LEAVING THE BUILDING

The committee would like to draw your attention to the following:

- Before leaving the building TURN OFF all heating, lighting and all the kitchen electrical equipment:
- If used, the urn and kettle must be emptied and dried inside
- The fridge door left ajar if not switched 'on'
- In winter the water must be TURNED OFF at the stop cock located under the wash hand-basin in the first toilet
- Toilet doors left properly closed.
- Remove ALL equipment used in the Parish Hall for your function – including waste and rubbish.
- DO NOT leave unsold jumble sale items in the Parish Hall.
- Remove any Bar equipment should such have been used.
- Ensure the Parish Hall is left in a clean and tidy condition, especially the kitchen. We ask that the tables be wiped clean before being put away properly and safely in the committee room; the chairs be stacked away tidily and carefully in the committee room; the floors be swept/vacuumed and mopped, if necessary, and the toilets be left in a reasonable condition. Brushes and mops are kept in the store room, on the left at the back of the hall, floor and surface cleaners etc in the kitchen. Thank you.
- In the event of fire you should evacuate the Parish Hall immediately in an orderly manner using the appropriate exits and call the fire brigade by dialling 999 either on a mobile phone or from the Public Phone Box near to the Reading Room before the Packhorse Bridge. Upon entering the Parish Hall, ensure you note the location of the fire extinguishers and ensure the fire exits are not obstructed in any way.

The keys are obtainable from Sue Bonar, Hare Park, Allerford TA24 8HL, at a time agreed when making the Booking and should be returned to her upon completion of the Hiring.

In the event of an emergency, please contact:

David Kendall, Chairman: 01643 863505

Kath Prideaux, Vice Chairman: 01643 862831 / 07980 595989

Graham Story, Treasurer: 01643 704995 / 07484 767924

AS WITNESS the hands of the parties hereto:

Signed by the person named in paragraph 2 of the Hiring Agreement on behalf of the Parish Hall:

Date:

Signed:

Signed by the person in paragraph 3 of the Hiring Agreement as or on behalf of the HIRER where applicable:

Date:

Signed: