

Charlton Village Hall and Playing Fields (The Hall) Standard Conditions of Hire

These standard conditions apply to all hirings of the Hall. If the Hirer is in any doubt as to the meaning of the following, the Hall Bookings Officer should immediately be consulted. 'Premises' shall include the hall and the outside patio, steps area and playing fields. Our Premises License conditions prohibit the hire of the hall to anyone under the age of 18 years.

1. 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 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.

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.
- The Village Hall operates a Smoke Free policy throughout all the enclosed spaces of the hall.
- The maximum number of people at any function shall be 100 for a sit down function and 150 (maximum) for other functions.
- The Hirer is responsible for ensuring that nothing is fixed to the walls or supporting pillars without prior permission being sought from the Hall Management Committee.
- The Hirer is responsible for the cost of repair for any damage caused to walls and pillars.
- Tables must be erected carefully and legs locked into position before use. Table tops need to be covered if used for children's events and activities (e.g. painting).
- Tables must be carried or transported using the trolleys provided. They must not slide across the floor as this may cause damage and any cost incurred to repair such damage will be recovered from the Hirer.
- The Hirer is responsible for ensuring that chairs are fully open before use. DO NOT stand on the chairs under ANY circumstances!

3. Times of Letting

Morning lettings	up to 1pm
Afternoon lettings	from 1.00pm to 6pm
Evening lettings	from 6.pm to midnight

4. Licences

The Hall does not have an alcohol licence. The Hirer shall be responsible for obtaining such licences as may be needed whether for the sale or supply of intoxicating liquor, or in respect of public performances.

5. 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.

6. Charges

- Charges are laid down by the Hall Management Committee and are payable in advance to the Bookings Secretary.
- Charges and deposits policy are in accordance with those published in the Hall and held by the Bookings Secretary.
- Hirers may have free access to the Hall for one hour prior to an evening booking. Additional time may be available on request.

7. Public Safety Compliance

- The Hirer shall comply with all conditions and regulations made in respect of the premises by the Wiltshire 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 or stage plays.
- A fire-risk assessment for the known hazards has been carried out by the management committee. The introduction of a new fire risk by the hirer either as a source of ignition e.g. lighted candles, or as new flammable materials e.g. solvents, paper hangings is NOT permitted.

8. Health and Hygiene

The Hirer shall, if preparing, serving or selling food observe all relevant food health and hygiene legislation and regulations.

9. Electrical Appliance Safety

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe and in good working order, and used in a safe manner. The Hall Management Committee accepts no liability for accidental injury caused by a third party's electrical equipment.

10. Indemnity

- The Hirer shall indemnify and keep indemnified each member of the Village Hall management committee and the Village Hall's employees, volunteers, agents and invitees against:
 - (a) the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises and
 - (b) all claims 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 Hirer shall take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against all claims arising as a result of the hire and on demand shall produce the policy and current receipt or other evidence of cover to the Hall Bookings Officer. Failure to produce such policy and evidence of cover will render the hiring void and enable the Hall Bookings Officer to re-hire the premises to another hirer.(The Village Hall is insured against any claims arising out of its own negligence).

11. Accidents and Dangerous Occurrences

- The Hirer must report all accidents involving injury to the public to a member of the Village Hall management committee as soon as possible. Certain types of accident or injury must be reported on a special form to the local authority. The Hall Bookings Officer will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995.
- Any failure of equipment either that belonging to the Village Hall or brought in by the Hirer must also be reported as soon as possible.

12. Animals

The Hirer shall ensure that no animals (including birds) except 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.

13. Compliance with The Children Act 1989

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

14. 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.

15. Cancellation

- If the Hirer wishes to cancel the booking before the date of the event and the Hall 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 Village Hall Management Committee.
- The Village Hall reserves the right to cancel this hiring by written notice to the Hirer in the event of:
 - (a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election
 - (b) the Village Hall management committee reasonably considering that
 - (i) such hiring might 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
 - (c) the premises becoming unfit for the use intended by the Hirer
- In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

16. 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 shall be at liberty to make an additional charge for cleaning at £12.00 per hour.
- The Hirer is responsible for the removal of all rubbish and bottles associated with the Hirer's Event.
- The Hirer is responsible for ensuring all tables and chairs are clean and stored in the special trolleys provided for this purpose.
- The three piece suite in the Hall entrance foyer is NOT to be moved under any circumstances as this may cause damage to the floor.

17. 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.

18. Stored equipment

- The Village Hall Management Committee 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 Hall may, in its discretion, in either of the following circumstances:
 - (a) in respect of stored equipment, failure by the Hirer either to pay any storage charges due and payable or to remove the same within 7 days after the agreed storage period has ended;
 - (b) in respect of any other property brought on to the premises for the purposes of the hiring, failure by the Hirer to remove the same within 7 days after the hiring;dispose 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.

