



# Blisland Village Hall Hiring Terms and Conditions

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Organization Blisland Village Hall

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# 1 Approval

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Lin Teasdale	24/02/2025	
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Clare Sprenger	17/03/2025	
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		Re_ Terms & Conditions Approva
Katie Vause	20/03/2025	
		Re_ Terms & Conditions Approva
Keith Lowden	14/03/2025	
		RE_ Terms & Conditions Approva
Bob Smith	24/02/2025	
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Steve Teasdale	24/02/2025	
		Re_ Terms & Conditions Approva





## 2 Definitions

For the purposes of this agreement and the conditions of hire, the term "Hirer" shall mean an individual hirer or, where the "Hirer" is an organisation, that organisation. "Premises" means those parts of the Blisland Village Hall booked being those subject to this hire agreement. "Booking" means the contract between the Hirer and Blisland Village Hall as detailed and on the terms of this agreement. "Period" means the time or times reserved under these conditions and "the Function" means that described and authorised by the Booking. If the Hirer is in any doubt as to the meaning of any of the conditions, the Blisland Village Hall Management Committee Chairman should immediately be consulted.

## 3 Hiring Agreement

In consideration of the Hire Fee, the Blisland Village Hall Management Committee agrees to permit the Hirer to use the Premises for the Function and for the Period(s) stated. This Hiring Agreement includes these Standard Conditions and Special Conditions set out below.

## 4 Standard conditions of hire

## 1. Age

The Hirer must be a minimum of 18 years of age and will accept responsibility for the premises at all times when the public are present and for ensuring that all conditions, under this Agreement, are adhered to.

#### 2. Supervision

The Hirer shall, for the period of the hiring, be responsible for:

- a. the supervision of the premises
- b. the fabric, and the contents; their care, 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 to avoid obstruction of the highway.

## 3. Blisland Village Hall Safeguarding

The Blisland Village Hall Management Committee itself may not work directly with children or adults at risk, but it is responsible for the contracts it makes with hirers and is expected to understand what the relevant safeguarding law is and how it applies to their building and users of the hall (volunteers, staff, contractors). Local ACRE Network members can assist hall committees in assessing what is most appropriate for their hall and in signposting to further information.

There are a range of hirers using village and community halls. Some will have their own governing bodies with specific requirements and expectations for safeguarding, e.g., OFSTED, The Scout Association, Age UK etc. Other local groups and individual hirers may not have their own policies, in which case they must be made aware of the hall's policies and procedures and understand that by hiring the hall they agree to adhere to the Blisland Village Hall Management Committee's safeguarding principles and procedures.

Blisland Village Hall Safeguarding Policy

Blisland Village Hall Safeguarding Information Sheet





### 4. Use of premises

The Hirer shall not use the premises, including the car park, for any purpose other than that stated at the time of booking and shall not

- sub-hire the premises
- allow the premises to be used for any unlawful or unsuitable purpose.
- do anything or bring onto the premises anything which may endanger the same or render invalid any insurance.

## 5. Insurance and indemnity

- a. The Hirer shall be liable for:
  - i. the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises or its contents.
  - ii. all claims, losses, damages, and costs made against or incurred by the Blisland Village Hall Management Committee, 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, and
  - iii. all claims, losses, damages, and costs made against or incurred by the Blisland Village Hall Management Committee, 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 (b), the Hirer shall indemnify and keep indemnified accordingly each member of the Blisland Village Hall Management Committee and the Blisland Village Hall's employees, volunteers, agents, and invitees against such liabilities.
- b. The Blisland Village Hall Management Committee shall take out adequate insurance to ensure the liabilities described in sub-clauses (a)(i) above and may, in its discretion and in the case of non-commercial hirers, ensure the liabilities described in sub-clauses (a) (ii) and (iii) above. The Blisland Village Hall Management Committee shall claim on its insurance for any liability of the Hirer hereunder, but the Hirer shall indemnify and keep indemnified each member of the Blisland Village Hall Management Committee and the Blisland Village Hall's 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.
- c. Where the Blisland Village Hall Management Committee does not insure the liabilities described in sub-clauses (a)(ii) and (iii) above, the Hirer shall take out adequate insurance to ensure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the Blisland Village Hall Management Committee Secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the hall secretary to rehire the premises to another Hirer.

The Blisland Village Hall Management Committee is insured against any claims arising out of its own negligence.

## 6. Gaming, betting, and lotteries

The Hirer shall ensure that they do not contravene the law relating to gaming, betting, and lotteries within the premises.

#### 7. Music and Copyright licensing

The Hirer shall ensure that the Blisland Village Hall Management Committee holds relevant licenses under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, the hirer holds a licence.





#### 8. Film

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the <u>British Board of Film Classification</u>. Hirers should ensure that they have the appropriate copyright licenses for film.

## 9. Safeguarding for children and vulnerable adults

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the <u>Childcare Act 2006</u> and the <u>Safeguarding Vulnerable groups Act 2006</u> and that adults have the appropriate qualifications, training and DBS checks required to work with these age groups.

Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Hirer shall provide the Blisland Village Hall Management Committee with a copy of their DBS check and Child Protection Policy on request.

## 10. Public safety compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, 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. The Hirer shall also comply with the hall's health and safety policy.

The Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to the secretary of the Management Committee.

- a. The Hirer acknowledges that they have received instruction in the following matters:
  - The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
  - The location and use of fire equipment.
  - Escape routes and the need to keep them clear.
  - Method of operation of escape door fastenings.
  - Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
  - Location of the first aid box.
- b. In advance of any activity whether regulated entertainment or not the Hirer shall check the following items:
  - That all fire exits are unlocked and in good working order.
  - That all escape routes are free of obstruction and can be safely used public exit.
  - That the fire doors are not wedged open.
  - That the exit signs are illuminated.
  - That there are no obvious fire hazards on the premises.

#### 11. 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.

#### 12. Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall ensure that to avoid disturbing neighbours to the hall and avoid violent or criminal behaviour; care shall be taken to avoid excessive consumption of alcohol. No illegal drugs may be brought onto the premises. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises in accordance with the <u>Licensing Act 2003</u>.

## 13. Health and Hygiene





The hirer shall, if preparing, serving, or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are provided with a refrigerator but not a thermometer.

## 14. Electrical appliance safety

The Hirer shall 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.

### 15. Stored equipment

The Blisland Village Hall Management Committee accepts no responsibility for any stored equipment or other property brought on to or left at the premises.

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 Blisland Village Hall Management Committee 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. This may result in the Blisland 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.

## 16. Smoking

The Hirer shall, and shall ensure that the Hirer's invitees, comply with the prohibition of smoking in public places provisions of the <u>Health Act 2006</u> and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises. 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.

## 17. Accidents and dangerous occurrences

Any failure of equipment belonging to the Blisland Village Hall or brought in by the Hirer must be reported as soon as possible. The Hirer must report all accidents involving injury to the public to a member of the Blisland Village Hall Management Committee as soon as possible and complete the relevant section in the Blisland Village Hall's accident book.

#### 18. Explosives and flammable substances

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) shall be erected without the consent of the Blisland Village Hall Management Committee. No decorations are to be put up near light fittings or heaters.

#### 19. Heating

The Hirer shall ensure that no unauthorised heating appliances are used on the premises when open to the public without the consent of the Blisland Village Hall Management Committee. Portable Liquefied Propane Gas (LPG) heating appliances are not permitted.

#### 20. 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 Blisland Village Hall Management Committee. No animals whatsoever are to enter the kitchen at any time.

## 21. 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.

#### 22. Cancellation

The Blisland Village Hall Management Committee reserves the right to cancel a hiring 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 Blisland Village Hall Management Committee reasonably considering that (i) such hiring will 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.
- d) an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.

#### 23. 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 Blisland Village Hall Management Committee shall be at liberty to make an additional charge.

#### 24. No alterations

No alterations or additions may be made to the premises, nor may any fixtures 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 Blisland Village Hall Management Committee. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Blisland Village Hall Management Committee remain on the premises at the end of the hiring. It will become the property of the Blisland Village Hall Management Committee unless removed by the Hirer who must make good to the satisfaction of the Blisland Village Hall Management Committee any damage caused to the premises by such removal.

### 25. No rights

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

## 5 Special Conditions of Hire

All functions must end promptly by midnight to comply with the Public Entertainment Licence.

## Fire

Hirers must ensure that all precautions are taken against risk of fire and damage to the property. Instructions for smoke/heat alarms/exits/equipment, and what to do in the event of a fire, can be found on the blue notice board inside the hall entrance.

The Hall has no telephone. Please ensure you have a mobile in good working order with you.





All means of exit from the premises must be kept free from obstruction and immediately available for instant public exit. The emergency exit illuminated signs remain on permanently.

## Opening and closing the Blisland Village Hall

Arrangements for access to the hall will be made shortly before your hire.

Please ensure that any outside caterers, contractors, and bar staff are aware of the hire period and arranged access time.

Guests are expected to vacate the premises within fifteen minutes of the end of a licensed period. After midnight (unless the event is New Year's Eve) only those helping to clear up the Blisland Village Hall should be on the premises

#### Furniture

Please stack chairs and tables neatly, red chairs are to only be stacked four high.

#### First aid box

A first aid box is located in the kitchen, and an Accident Report book is kept in the drawer next to the cooker. All recorded accidents must be reported to the Blisland Village Hall Management Committee as soon as possible. It is the duty of the Blisland Village Hall Management Committee to inform the authorities.

### Heating

At the end of the hire, the Hirer is to ensure the thermostats are returned to the red mark. Failure to comply with this directive may result in an additional charge.

## Health and Hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food, health and hygiene legislation and regulations, in particular dairy products. Vegetables and meat must be refrigerated. Please request that the hall's refrigerator be switched on prior to your event if required.

#### Consideration for others

Please ask your guests to leave quietly at the close of your event. Car doors banging and loud talk in the car park are a disturbance for local residents.

You must not use drawing pins or tape on the walls or other surfaces, use Blu-Tack or 3M Command hooks if you need to put up notices or decorations. Do not fix decorations near light fittings or heaters.

Please leave the Blisland Village Hall clean and tidy. In particular we ask you to ensure tabletops are wiped clean before being stacked in the storeroom. Please remove all rubbish and take it with you when you leave.

### Faults/ damage/ comments

Please report any faults or damage to the booking secretary as soon as possible so that they can be rectified quickly. The Management Committee welcomes comments or observations that you may have about your hire of the Blisland Village Hall.