

STANDARD CONDITIONS OF HIRE

These Standard Conditions apply to all hirings of the Parish Hall. If the hirer is in any doubt as to the meaning of the following the Hall Secretary or Booking Clerk should immediately be consulted.

1) HIRER/COMMITTEE

- a) For the purposes of these conditions, the term 'COMMITTEE' shall mean the Committee of Management and the term 'HIRER' shall mean an individual hirer or, where the hirer is an organisation, the authorised representative.
- b) The HIRER, not being a person under 18 years of age, hereby accepts responsibility for being in charge of and on the premises at all times (or to have nominated another person to accept such responsibility) when the public are present and for ensuring that all conditions under this Agreement, relating to management and supervision of the premises, are met.

2) RIGHTS

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

3) INSURANCE

- a) The building and its contents are insured by the Committee against loss and damage. The Committee also holds public liability insurance to cover claims made against itself, for injury to a member of the public, due to its negligence.
- b) The Committee has extended its public liability cover to indemnify hirers of the hall against 3rd party claims to a maximum of £2,000,000. The HIRER shall be responsible for assessing the sufficiency of this cover and obtaining additional protection if thought necessary.
- c) The HIRER shall be liable for:
 - i) the cost of repair of any damage done to any part of the property, including the curtilage thereof or the contents of the building, which may occur during the period of the hiring.
 - ii) all claims, losses, damages and costs made against or incurred by the Committee, its 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 storage of equipment) by the Hirer.
 - iii) all claims, losses, damages and costs made against or incurred by the Committee, its 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.
 - iv) any insurance excess incurred and/or the difference between the amount of the liability and the monies received under the insurance policy.

4) PORTABLE APPLIANCE TESTING

- a) The Committee is responsible for the regular testing of portable electrical appliances belonging to the hall. Any failure of equipment belonging to the hall must be reported as soon as possible to a member of the Hall Committee as listed in the 'Using the Hall' document supplied on confirmation of the booking.
- b) 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 in accordance with the Electricity at Work Regulations 1989.

5) LICENCES IN CONNECTION WITH THE USE OF PREMISES

- a) The Committee holds a licence for the playing of recorded music and for the performance of live music, plays and dance and such matters similar thereto. It shall be the responsibility of the hirer to obtain any licence or approval required in connection with any other activity.
- b) Where it is intended to sell intoxicating liquor at any event, the hirer shall advise the Committee of the times of such sales and to serve a Temporary Event Notice on Teignbridge District Council, whether such sales are to be by a Personal Licence Holder or by the organiser of the event.
- c) 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.

6) HEALTH AND SAFETY

Policy Document No 4 (Fire Safety) and Policy Document No 5 (Health & Safety) will form part of these Conditions of Hire.

7) USE OF THE HALL

- a) The HIRER will ensure that the use of the hall concludes at the specified time at the end of the hiring period and, in particular, that activities on Monday to Fridays inclusive do not finish later than 12-30am, on Saturdays by midnight and on Sundays by 10pm. A general dispensation is granted in respect of New Year's Eve when activities shall not finish later than 1am.
- b) At the end of the hiring, 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. If this has not been carried out, the Committee shall be at liberty to make an additional charge.
- c) 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 Committee. Any such fixture not removed at the end of the period of hiring shall, unless removed to the satisfaction of the Committee, including making good any damage caused by such removal, become the property of the Committee.
- d) The HIRER shall
 - i) ensure that no unauthorised heating appliance is used on the premises during the period of the hiring without the consent of the Committee.
 - ii) not carry out nor permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises and shall indemnify and keep indemnified each member of the hall's Committee of Management 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.
 - iii) if selling goods on the premises, comply with the Fair Trading laws and any code of practice in force in connection with such sales.

8) SUPERVISION

- a) During the period of the hiring, the Hirer shall
 - i) be responsible for supervision of the fabric and contents of the hall, including their care, safety from damage however slight or change of any sort.
 - ii) be responsible for 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.
 - iii) take all necessary action to ensure that no disturbance is caused to neighbours of the hall and, in particular, that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning.
 - iv) ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries and shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, the hall's Fire Risk Assessment and Health and Safety policy or otherwise, particularly in connection with any event which constitutes regulated entertainment, or at which alcohol is sold/provided.
 - v) ensure that any activities for children under eight years of age comply with the provisions of The Children Act 1989.
- b) The HIRER must report all accidents involving injury to the public and all dangerous occurrences to the Secretary as soon as possible and complete the relevant section in the hall's Accident Book.
- c) Performances involving danger to the public or of a sexually explicit nature shall not be given.

9) CANCELLATION OF HIRE AGREEMENT

- a) The Committee reserves the right to cancel this hiring, by written notice to the hirer:
 - i) in the event of the hall being required for use as a Polling Station for a Parliamentary or Local Government election or Bye-Election.
 - ii) if the Committee reasonably considers that either such hiring will lead to a breach of licensing conditions or other legal or statutory requirements, or that unlawful or unsuitable activities will take place at the premises as a result of this hiring
- b) The Committee reserves the right to cancel this hiring without notice:
 - i) in the event of the premises becoming unfit for the use intended by the hirer.
 - ii) in the event of an emergency requiring the use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.
In any such case the hirer shall be entitled to a refund of any deposit already paid but the Committee shall not be liable to the hirer for any resultant loss or damage whatsoever.
- c) The Committee reserves the right to charge any organisation who, having made a booking, subsequently fails to cancel the same. Similarly, if the hirer cancels a booking within 14 days before the date of the event and the Committee 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 Committee.

10) REFUSAL OF BOOKING

The Committee reserves the right to refuse a booking without notice at any time either before or during the term of the agreement upon giving 7 days notice in writing to the hirer. The hirer shall be entitled upon such notice to re-imbursment of such monies (including, where applicable, any deposit) as have been paid by the hirer to the Committee but the Committee shall not be liable to make any further payment to the hirer.

11) FIRE SAFETY

The HIRER is responsible for ensuring the safety of all persons using the premises during the period of hire and to that end must be fully cognizant of the document entitled "FIRE SAFETY" attached to and forming part of these Standard Conditions of Hire.

12) STORED EQUIPMENT

The 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, failing which, the Committee may at its discretion charge for each day or part of a day at the hire fee per hiring until the same is removed. Any such property not removed within 7 days of notice may be disposed of by the Committee by sale or otherwise as it thinks fit.