

**CHILTON POLDEN HALL, PRIORY ROAD, CHILTON POLDEN, BRIDGWATER SOMERSET
TA7 9EH**

STANDARD CONDITIONS OF HIRE

If the Hirer is in any doubt as to the meaning of the following requirements, the Hall or Booking Secretary should immediately be consulted.

1. **Opening and closing the Hall:** The Hall keys will be available from Mrs Sue Howlett, Booking Secretary, and, after locking up, must be returned there immediately. In case of difficulty please telephone Mrs Clarke 01278 722830 or Mrs Trethewey 07773923721. The set of keys also includes a key for the medical cabinet, located in the kitchen, and keys for the window locks.
2. **Use of Premises and Licensable activities:** 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.

The hall has no Premises Licence but does have a Performing Right Society licence for music. (If you are unsure as to whether your event needs a licence please discuss with the Booking Secretary.) In addition, the Hirer shall not allow the sale of alcoholic liquor thereon without a licence and ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

In order to hold a licensable activity on the premises a Temporary Event Notice (TEN) will need to be given to the licensing authority. The Hirer shall obtain the written consent of the management committee on the form provided for this purpose before giving the licensing authority a TEN. Failure to do so will result in cancellation of the hiring without compensation because there is a limit on the number of TENs which can be granted annually for any premises. Lack of co-operation could affect future fundraising by the hall management committee and local voluntary organisations.

3. **Safety:** The Hall has a No Smoking Policy. The Hirer shall, and shall ensure that the Hirer's invitees, comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made there under. Any person who breaches this provision shall be asked to leave the premises.

The Hall has no telephone so you are advised to bring a fully charged mobile telephone for use in case of emergency. The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the booking secretary of the management committee. The Hall shall be evacuated in an orderly manner using the appropriate exits. All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.

An automatic mains failure switching device operates the emergency lighting supply illuminating all exit signs and routes. Please contact the Booking Secretary immediately if this is not working.

The exact location of the fire exits and fire extinguishers must be noted before the Hall is occupied and the manner of opening Fire Door should be made known to your guests.

Please stack chairs and tables in the manner shown on the notice. Please adhere to the Health and Safety notices posted on the notice board and on various appliances. A first aid box is located in the entrance foyer. A key is provided on the key ring with the hall keys.

4. **Power circuits/heating:** Hall lighting is free and independent of the pay meter. There is a £1 electricity pay meter in the entrance foyer necessary for use of wall heaters, water heaters, kettles, microwave plus any other equipment requiring power.
5. **Car parking:** The road outside the Hall is a public road and this must not be obstructed.
6. **Consideration for others:** Please ask your guests to leave quietly at the close of your event. Car doors banging and loud talk are disturbing to local residents.

7. **Decoration:** Please do not use drawing pins or sellotape on the walls or other surfaces, use blu-tack if you need to put up notices or decorations. Do not fix decorations near light fittings or heaters. **We would ask you to advise your guests that stiletto heels are not allowed.**
8. **End of Hire:** Please leave the Hall and surrounding area clean and tidy. In particular we ask you to ensure table tops are wiped clean before being stacked. **All food waste must be taken away from the premises.** Please ensure that the windows are locked and the hall is properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the Hall shall be at liberty to make an additional charge. Equipment and Apparatus brought into the Hall by the Hirer shall be removed from the premises immediately afterwards unless a prior arrangement has been made with the Committee.
9. **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 welcome comments or observations that you may have about your hire of the Hall.
10. **Age:** 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 when the public are present and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are met.
11. **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. As directed by the booking secretary, 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.
12. **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, 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.
 - (a) The Hirer acknowledges that they have received instruction in the following matters:
 - i) The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
 - ii) The location and use of fire equipment.
 - iii) Escape routes and the need to keep them clear.
 - iv) Method of operation of escape door fastenings.
 - v) Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
13. **Health and hygiene:** The premises are not suitable for the preparation of food and do not have a refrigerator or thermometer. The Hirer shall, if 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.
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. **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 including the curtilage thereof or the contents of the premises
 - (ii) all claims, losses, damages and costs made against or incurred by the 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 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 Hall management committee and the Hall's employees, volunteers, agents and invitees against such liabilities.

- (b) The Hall shall take out adequate insurance to insure the liabilities described in sub-clauses (a)(i) above and may, in its discretion and in the case of non commercial hirers, insure the liabilities described in sub-clauses (a) (ii) and (iii) above. The Hall shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of the Hall management committee and the 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 Hall does not insure the liabilities described in sub-clauses (a)(ii) and (iii) above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the Hall booking secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the hall booking secretary to rehire the premises to another hirer.

The Hall is insured against any claims arising out of its **own** negligence.

- 16. **Accidents and dangerous occurrences;** The Hirer must report all accidents involving injury to the public to a member of the Hall management committee **as soon as** possible and complete the relevant section in the Hall's accident book, which is kept in the First Aid box. Any failure of equipment belonging to the Hall or brought in by the Hirer must also be reported **as soon as possible**.
- 17. **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 management committee. No decorations are to be put up near light fittings or heaters.
- 18. **Heating:** The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the management committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.
- 19. **Drunk and disorderly behaviour and supply of illegal drugs:** The Hirer shall ensure that in order to avoid disturbing neighbours to the hall and avoid violent or criminal behaviour; care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk or to any person suspected of being under the age of 18. 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. No illegal drugs may be brought onto the premises.
- 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 Hall. No animals whatsoever are to enter the kitchen at any time.
- 21. **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 who have passed the appropriate Criminal Records Bureau checks and, from 2010, comply with ISA requirements 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 management committee with a copy of their CRB check and Child Protection Policy on request.
- 22. **Fly posting:** The Hirer shall not carry out or 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 management 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.
- 23. **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. Further detail can be found in **Village Hall Information Sheet 34, Sale of goods**.

24. **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 Hall committee. The Hall committee 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 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.

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

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.

THIS AGREEMENT is made on the date (1) and between the Chilton Polden Hall Committee (2) and the HIRER (3) named below whereby in consideration of the sum(s) stated in (4):

A. **THE COMMITTEE** agrees to permit the HIRER to use the premises (5) for the purpose (7) and for the period(s) (8) all described below, viz:-

1. Date of Agreement:.....

2. (a) Chilton Polden Hall Committee

(b) Booking Secretary: Mrs K Knight
3 Barton Rise
Chilton Polden
Bridgwater, TA7 9EB tel no. 01278 722668

3. **HIRER**

(a) Organisation:..... [Please print]

(b) Authorised Representative (not being a person under the age of 18 years):

..... [Please print]

Address:..... [Please print]

.....

Post code:..... Tel no:..... Mobile:

4. Hiring Fee / Arrangement: £.....

Cheques are to be made payable to Chilton Polden Hall

The Hall Committee reserves the right to re-let the building if the date is not confirmed by the return of the BOOKING FORM WITHIN 10 DAYS.

5. Premises: The Hall, Kitchen and Toilet.

6. Date of Hire:

7. Purpose/Description of Hiring:.....

Is this a public/private event?

8. Period of Hiring:

9. Is food to be provided at the event?

B. In consideration of the hire fee described in clause A.4 the Hall agrees to permit the Hirer to use the premises for the purpose described in clause A.7 for the period(s) described in clause A.8. The details inserted in clauses A.4 to A.9 are terms of this agreement. This Hiring Agreement includes the annexed Conditions of Hire set out in the attached Schedule.

THE HALL IS A NO SMOKING AREA
THERE IS ASSISTED ACCESS TO THE BUILDING BUT NO SPECIAL TOILET PROVISION IS AVAILABLE FOR DISABLED PERSONS

AS WITNESS the hands of the parties hereto:

Signed by the person named at 2(b) above on behalf of the Chilton Polden Hall Committee

Signature:.....[Name printed].....Date:.....

Signed by the person named at 3(b) above on behalf of the organisation named at 3(a) above:

Signature:.....[Name printed].....Date:.....

Please note that the signatures do not need to be witnessed.