

# Broadhempston Village Hall & Playing Field Trust C.I.O.

A Charitable Incorporated Organisation and a registered charity, number 1154919  
Reg. office: The Treasurer, The Linhay, Borough Farm, Broadhempston, Devon, TQ9 6B

## Standard Conditions of Hire\*

These standard conditions apply to all hiring of the village hall and playing field. If the Hirer is in any doubt as to the meaning of the following, please contact the Trust Chairman, Peter Sheridan, on 01803 814073 or e-mail [peterpenny.sheridan@btopenworld.com](mailto:peterpenny.sheridan@btopenworld.com)

### Licensed Activities

The Village Hall has a Premises Licence authorising the following regulated entertainment and licensable activities at the times indicated

- The Village Hall is licensed for the performance of plays, live music, recorded music and dance
- Entertainment of a similar description of that falling within a performance of live music, any playing of recorded music or a performance of dance, making music, dancing and of a similar description to that falling within entertainment facilities for making music or dancing.

### Times of Premises Licence

Monday to Sunday: 09.00 to 24.00

New Years Eve: 09.00 to 01.00

The Hirer shall not use the premises for any purpose other than that described in the Hiring Agreement or allow the premises to be used for any unlawful purpose. 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.

The Hall cannot be hired by a minor (*under 18 years of age*). 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, and the behaviour of all persons using the premises. The Hirer shall ensure that all persons in the Hall comply with the No Smoking conditions as required by the Health Act 2006 and regulations made there under.

### Alcohol Licence

The Village Hall has an alcohol licence. If alcohol is to be on sale, you will need to seek permission from the Trust Chairman, details above. There will be an additional charge of £15.00 payable at the time of booking.

### Compliance of Regulations including Health and Safety

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 and/or playing field'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. **All means of exit from the premises must be kept free from obstruction at all times.** If there is an outbreak of fire the Fire Brigade shall be called immediately no matter how small the fire is, and details shall be given to the booking secretary.

The hirer must ensure that highly flammable substances are not brought into, or used in any part of the premises. No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Village Hall Chairman. No decorations are to be put up near light fittings or heaters. 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.

## **Food Hygiene**

If the Hiring includes the preparing, serving or selling food, the hirer is responsible for observing all relevant food health and hygiene legislation and regulations. The building has a refrigerator situated in the kitchen. All food should be removed at the end of the hiring period.

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises.

### **The Hirer shall be liable for:**

The cost of replacing any items or equipment in the hall and/or playing field which are lost or damaged during the period of hire (however the loss or damage was caused) and the cost of repairing any damage (however caused) to any part of the premises including the curtilage thereof or to the contents of the premises during the period of hire;

**and the Hirer shall be liable to provide a full indemnity** to the Broadhempston Village Hall and Playing Field Trust CIO ("the Trust"), its Trustees, employees, volunteers, agents or invitees for all claims, losses, damages and costs made against any of them in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the use and/or storage of equipment) by the Hirer.

### **Public Liability Insurance:**

It is the responsibility of the Hirer to ensure that their use of the hall and/or playing field is covered by way of a suitable insurance policy in respect of public liability.

Hirers who are hiring the hall and/or playing field for commercial, business or other profit making purposes must make their own insurance arrangements so as to provide public liability cover of up to £5,000,000 for any individual claim and must produce evidence of such insurance on request.

Any other Hirer of the hall and/or playing field, whilst they are at the Hall and/or playing field and provided indemnity is not provided by another insurance policy, will have the benefit of the Hall and playing field's public liability cover, currently up to a limit of £2m for any individual claim, provided that the individual, club, organisation, society or group is hiring the hall and/or playing field for activities regarded as being for the benefit of the local community. If the activities are not for the benefit of the local community, the Hirer must provide separate cover matching that provided under the hall and playing field's policy and produce evidence of such cover.

HIRERS WHO ARE HIRING THE HALL AND OR PLAYING FIELD FOR COMMERCIAL, BUSINESS OR OTHER PROFIT MAKING PURPOSES OR FOR ACTIVITIES WHICH ARE NOT FOR THE BENEFIT OF THE LOCAL COMMUNITY DO NOT HAVE THE BENEFIT OF COVER UNDER THE HALL'S POLICY AND MUST MAKE THEIR OWN ARRANGEMENTS FOR COVER TO THE SATISFACTION OF THE TRUST.

## **Accidents**

**The Hirer must report all accidents involving injury to the public to the Chairman of the Trust as soon as possible and complete the relevant section in the village hall and/or playing field accident book which is located by the First Aid box in the kitchen. Any failure of equipment belonging to the village hall or brought in by the Hirer must also be reported as soon as possible.**

## **Noise and disorderly Behaviour**

The Hirer shall ensure that in order to avoid disturbing neighbours to the hall and/or playing field 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.

## **Activities for Children**

The Hirer shall ensure that any activities for children comply with the provisions of the Children Act of 1989 and that the organisers comply with appropriate Disclosure and Barring Service (DBS) regulations and checks.

Checks may also apply where vulnerable adults are taking part in activities. The Hirer shall the Trust with a copy of their DBS check and Safeguarding Policy on request.

### **Cancellation**

The Trust reserves the right to cancel this hiring by written notice if requested to the Hirer in the event of:

- i. The premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election
- ii. The Trust 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
- iii. The premises becoming unfit for the use intended by the Hirer
- iv. 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.
- v. In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the village hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

### **Vacating the Premises**

The Hirer shall be responsible for leaving the premises and surrounding area in a **clean and tidy condition**, properly **locked and secured** and any item temporarily removed from their usual positions properly replaced. There will be an additional charge of £50.00 payable as a deposit and applied if this condition is not met.

The Trust 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.

### **Alterations to the Hall**

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 approval of the Trust.

### **Payment**

Payment and the cleaning deposit (if applicable) will be required prior to using the hall and/or playing field

**The Trust may use its discretion** in any of the following circumstances:

- 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
- 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 Trust Chairman disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit.

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