

EAST WORLINGTON PARISH HALL - STANDARD CONDITIONS OF HIRE

Registered Charity number 267969

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

For the purposes of these conditions, the term HIRER shall mean an individual hirer or, where the hirer is an organisation, the authorised representative.

Capacity: Fire Regulations permit 100 people standing, 80 seated in rows; 60 round tables

1. Supervision

THE HIRER will, 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 an obstruction.

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. It is not permitted to sell alcohol unless the hirer obtains a valid Temporary Events Notice which should, in the first instance, be approved by the Committee.

3. Heating and Lighting

The charge for Heating & Lighting is included within the hire fee.

The heating in the main hall, foyer and toilets is by underfloor heating and temperature setting should not be changed by the hirer as the heating temperature will not act immediately. The temperature settings will be set by the Parish Hall Committee representative before the hire. The heat source in the kitchen is by radiator and is operated by a thermostatic valve.

4. Licences

THE HIRER shall be responsible for obtaining such licences as may be needed whether for the sale or supply of intoxicating liquor, or otherwise and for the observance of the same. The Hall holds a Premises Licence which includes the performance of a play, live music and dancing. The Hall holds a PRS for Music and PPL licence.

The Premises Licence set by North Devon Council (the Licencing Authority) times are:
Sunday – Thursday 19.30 – 23.30, Friday & Saturday 19.30 – 23.59.

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. Public Safety Compliance

THE HIRER shall comply with all conditions and regulations made in respect of the premises by the 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. The Hirer will ensure s/he has read & will comply with the fire regulations and procedures displayed in the Hall and is responsible for all users of the Hall during the event.

7. Health and Hygiene

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

8. Electrical Appliance Safety

THE HIRER shall ensure that any electrical appliances brought by the hirer to the premises and used there shall be safe and in good working order and used in a safe manner.

9. Indemnity

THE HIRER shall indemnify the Parish Hall Committee for the cost of repair of any damage done to any part of the property including the curtilage thereof or the contents of the buildings which may occur during the period of the hiring as a result of the hiring.

THE HIRER shall be responsible for making arrangements to insure against any third-party claims which may lie against him or her (or the organisation if acting as a representative) whilst using the Parish Hall. (The Parish Hall is insured against any claims arising out of its own negligence).

10. Accidents and Dangerous Occurrences

THE HIRER must report all accidents involving injury to the public to a member of the Parish Hall Management Committee as soon as possible. Any failure of equipment either that belonging to the hall or brought in by the hirer must also be reported as soon as possible.

11. Animals

THE HIRER shall ensure that no animals (including birds) except guide dogs are brought into the hall, other than for a special event agreed to by the Parish Hall Committee. No animals whatsoever are to enter the kitchen at any time.

12. Safeguarding

The HIRER shall ensure that any activities for children under eight years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable Groups Act 2006, and any subsequent additions or changes to these Acts, and only fit and proper persons who have passed the appropriate Criminal Records Bureau checks should have access to the children and vulnerable adults. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Hirer shall provide the Parish Hall management committee with a copy of their CRB check and Child Protection Policy on request.

13. 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 Hall, and shall indemnify the Parish Hall Committee accordingly against all action, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

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 6 weeks or less before the date of the event and the Parish Hall is unable to secure a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Parish Hall.

The Parish Hall reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- (a) the Parish Hall being required for use as a Polling Station for a Parliamentary or Local Government election or by-election
- (b) the Parish 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 Parish Hall as a result of this hiring
- (c) the Parish Hall becoming unfit or unsafe for the use intended by the Hirer

(d) an emergency requiring use of the Parish Hall 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 Parish Hall Committee shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

16. Unfit for Use

In the event of the hall or any part thereof being rendered unfit for the use for which it has been hired the Parish Hall Committee shall not be liable to the hirer for any resulting loss or damage whatsoever.

17. Refusal of Booking / Cancellation of Hire

THE PARISH HALL COMMITTEE reserves the right to refuse a booking or to cancel the hire agreement at any time either before or during the term of the agreement upon giving 7 days' notice in writing to the hirer.

18. 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 by the Booking Secretary, and any contents temporarily removed from their usual positions properly replaced otherwise the Parish Hall Committee shall be at liberty to make an additional charge. The HIRER shall remove all rubbish, bottles and the like resulting from the hiring. Failure to do so may result in a surcharge. Unsold items from sales are not to be stored in the hall without prior permission from the Committee.

19. Noise

THE HIRER shall ensure that the minimum of noise is made on arrival, during the hire, and on departure.

20. Hire of Tables, Chairs, Cutlery or Crockery or any Other Equipment

Should the hire be for tables, chairs, cutlery, crockery or other equipment it is the HIRERS responsibility to collect the hired item/s from the Parish Hall and return them to the Parish Hall within 24 hours of the completion of hire. It is the hirers responsibility to maintain the good condition of the item/s. The item/s must be returned in the good condition at the time of hire and clean. Any damage must be paid for by the hirer. Should the item/s require cleaning by the Parish Hall Committee the Committee reserve the right to charge for this service.

21. COVID-19

You will make sure that everyone likely to attend your activity or event understands that THEY MUST NOT DO SO if they or anyone in their household has had COVID-19 symptoms in the last 48 hours, and that they develop symptoms, however mild, within 48 hours of visiting they must alert NHS Test and Trace and seek a COVID-19 antigen test.

If they have received a positive coronavirus (COVID-19) test result, they should immediately self-isolate and stay at home for at least 10 days from when symptoms started.