



## **High Legh Community Association**

THE VILLAGE HALL, WEST LANE, HIGH LEGH, KNUTSFORD, CHESHIRE WA16 6LR

# High Legh Village Hall Terms and Conditions of Hire

These Terms and Conditions apply to all those who hire and use High Legh Village Hall ("the Village Hall"). They are part of an agreement between the Trustees of the Village Hall and the Hirer, who may be an individual or an organisation represented by an organised person.

These Terms and Conditions prohibit the hire of the Village Hall to anyone under the age of 21 years. An older person making a booking on behalf of someone younger than 21 years old must be aware of the responsibilities for which they will be held liable.

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

### **Standard Conditions of Hire**

These standard conditions apply to all hirings of the Village Hall. If the Hirer is in any doubt as to the meaning of the following, the Village Hall manager should immediately be consulted.

#### **1. 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 to avoid obstruction to other users or the tenants of the Old School House.

The Hirer shall be responsible during the period of hire for: -

- Ensuring the number of people does not exceed the maximum capacity for the Main Hall and Side Hall combined: i.e., 80 persons seated theatre style or 80 seated at tables.
- Ensuring that all equipment, chairs and tables have been cleaned and returned to their storage positions safely, the Village Hall is cleared of people, all lights switched off and the building secured except for any facilities or room or public area in use by another Hirer.

As directed by the Village Hall manager, 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.

The external areas around the Hall are not for use as a playground. The area behind the Village Hall (where the sheds are located) is off limits, unless by prior agreement, as it is next to the tenant's garden and house and their privacy must be considered.

## 2. Use of Premises

The Hirer shall not use the premises (including the car park) 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 nor allow the consumption of alcohol thereon without written permission.

Various user groups store consumable foodstuffs and other equipment for their exclusive use at the Village Hall and it must not be assumed to be available for use by any other group or individual hirers. If in doubt, please ask the Village Hall manager.

## 3. 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.

## 4. Licences

The Village Hall holds a PRS/PPL Licence which permits the use of recorded copyright music and by performers in person. The Village Hall also holds a Television Licence. If other licences are required in respect of any activity in the Village Hall, the Hirer should ensure that they hold the relevant licence or the Village Hall holds it.

Hirers organising Private Parties do not need a Music Licence.

## 5. 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 Licensing Authority 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 must make themselves and any individuals using the Village Hall as part of the Hire, aware of emergency escape routes and fire alarm procedures.

There is a plan in each room of the Hall showing fire exits, red fire alarm buttons and instructions in the event of a fire.

The hirer must call the Fire Service to any outbreak of fire, however slight, and give details to the Village Hall manager.

## 6. Means of Escape

All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit. The Evacuation Meeting Point is in the main car park (and care must be exercised when crossing West Lane).

## 7. Car Parking

Vehicles may only be parked in the main car park next to the Bowling Green, however two spaces are provided next to the Village Hall main building for Blue Badge holders. Hirers may drop off equipment or supplies but once this activity is completed should remove their vehicles to the main car park.

Do not use or block the marked spaces for the Old School House tenants or the area in front of the entrance to the kitchen lobby – it is a fire exit point which must be kept clear at all times.

## 8. 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 and with a temperature display.

## 9. 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. Where a residual circuit breaker is provided, the hirer must make use of it in the interests of public safety.

## 10. Insurance and Indemnity.

The Hirer shall indemnify and keep indemnified each member of the Community Association Council and the Village Hall's employees, volunteers, agents and invitees against:

(a) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including its curtilage or its contents of the premises.

(b) the cost of repair of any damage (including accidental and malicious damage) done to our WiFi service (if any).

(c) all claims, losses, damages and costs made against or incurred by us, our employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of your use of the premises (including the storage of equipment) and your use of our WiFi service, and

d) all claims, losses, damages and costs made against or incurred by us as a result of any nuisance caused to a third party as a result of your use of the premises and/or the use of our WiFi service.

The Hirer shall take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against the Hirer's liability and all claims arising as a result of the hire and on demand shall produce the policy and current receipt or other evidence of cover to the Village Hall manager.

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

#### 11. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to a member of the Community Association Council as soon as possible and complete the relevant section in the Village Hall's accident book, located in the kitchen first aid box.

Any failure of equipment belonging to the Village Hall or brought in by the Hirer must also be reported as soon as possible. Certain types of accident or injury must be reported on a special form to the local authority. The Village Hall manager will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

#### 12. Explosives and Flammable Substances

The hirer shall ensure that:

(a) Highly flammable substances including candles 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 Community Association Council. No decorations are to be put up near light fittings or heaters.

#### 13. Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises without the consent of the Community Association Council. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

#### 14. Drunk and Disorderly Behaviour and Supply of Illegal Drugs

The Hirer shall ensure that in order to avoid disturbing neighbours to the Village 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 nor 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.

#### 15. Animals

The Hirer shall ensure that no animals (including birds) except guide/assistance dogs are brought into the premises, other than for a special event agreed to by the Village Hall manager. No animals whatsoever are to enter the kitchen at any time.

#### 16. Safeguarding children, young people and vulnerable adults.

The hirer must ensure that any activities for children, young people and other vulnerable adults are only provided by fit and proper persons in accordance with the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, you must provide us with a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS).

Children under 8 years old are not allowed in the kitchen or on the stairs unless accompanied by an adult. Children aged 5 years or under wishing to use the toilets must be accompanied by an adult.

#### 17. Use of Bouncy Castles or Inflatables

If a bouncy castle or inflatable is used (these are restricted to inside the main hall and the hirer should be aware of the 3.4 metre height restriction), the hirer should ensure that;

- It is supervised by responsible persons at all times when in use or inflated
- Soft matting should be used to cover hard surfaces adjacent to the front or any open sides where there is a risk of injury from falling from the inflatable.

And, in respect of a bouncy castle it is:

- Not used by children under 2 years old.
- Restricted to use by age group (age groups 2 to 5, 6 to 12 and over 12 must not be mixed).
- Not to be used by adults.

Users are advised to refer to section 10 as to their responsibilities and liabilities - in particular, injury to persons.

Trampolines are not allowed.

#### 18. 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.

#### 19. 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. The Hirer shall, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

#### 20. Stored Equipment

The Village Hall has limited storage capacity and the management reserves the right to limit user space in the interests of all users.

The CA, at its discretion may charge for storage.

The Village Hall 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 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 Community Association Council may, at its discretion in any of the following circumstances, namely-

(a) in respect of stored equipment, failure by the Hirer either to pay any storage charges due and payable or to remove the same within 7 days after the agreed

(b) in respect of any other property brought on to the premises for the purposes of the hiring, failure by the Hirer to remove the same within 7 days after the hiring dispose 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.

#### 21. Smoking

You must comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. We will ask any person who breaches this provision to leave the premises. You must ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and

#### 22. 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 Village Hall manager. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Community Association Council remain in the premises at the end of the hiring. It will become the property of the Village Hall unless removed by the hirer who must make good, to the satisfaction of the Community Association Council or, if any damage caused to the premises by such removal.

### 23. WiFi Services

When using the WiFi service, you agree at all times to be bound by the following provisions:

(i) not to use the WiFi service for any for the following purposes:

(a) disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;

(b) transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice;

(c) making, transmitting or storing electronic copies of material protected by copyright without permission of the owner;

### 24. Termination of the WiFi service

We have the right to suspend or terminate our WiFi service immediately in the event that there is any breach of any of the provisions of these Standard Conditions.

### 25. Availability of WiFi Services

Although we aim to offer the best WiFi service possible, we make no promise that the WiFi service will meet your requirements. We cannot guarantee that our WiFi service will be fault-free or accessible at all times.

### 26. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the Village 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 Community Association Council. The Community Association Council 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 Community Association Council 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 deposit already paid, but the Village Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

#### 27. The Right to Enter

Any Community Association Council member has the right to enter the Village Hall at any time other than during events falling under the provisions of the Children Act 2006, unless invited by the organisers.

#### 28. 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 Village Hall shall be at liberty to make an additional charge.