

Standard Conditions of Hire

These standard conditions apply to all hiring of the parish hall. If the Hirer is in any doubt as to the meaning of the following, the 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 so as to avoid obstruction of the highway. As directed by the Trust, 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 Hirer shall appoint two fire stewards who should be fully conversant with the requirements of clauses 8, 9 & 10. If the event involves admission of the Public for Plays, Musical entertainment or Dancing, four stewards shall be appointed. All stewards should be introduced to the attendees and be easily identified by them.

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 nor allow the consumption of alcohol thereon without written permission.

3. Deposit

A refundable security deposit of £100 is taken from a casual Hirer to secure their booking, this is refunded after the booking, money only being taken out to recover losses or damages. If the hall is not left clean and tidy then an additional £30 fee plus £16 per hour for cleaning will also be taken from the deposit.

4. Hiring Fee

After the security deposit has been taken an invoice will be sent to a casual Hirer, this will be due at least week before their booking.

The Hirer can get a reduced hire rate if they live in the village, or if they are a regular hirer group that is a charity/not for profit. The reduced rate does not apply when the Hirer is using the hall for any business purpose.

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. Licences

The Hall has a licence with the Performing Right Society for the performance of copyright music permitting the use of copyright music in any form e.g. record, compact disc, tapes, radio, television or by performers in person. If other licences are required in respect of any activity in the Parish Hall, the Hirer should ensure that they hold the relevant licence or the Parish Hall holds it.

If the Hirer or someone on behalf of the Hirer is to be selling alcohol, then a Temporary Event Notice (TENs) will need to be obtained from Wychavon District Council and a copy sent to the Trust.

The Parish Hall is licenced for music, plays, dancing, indoor sports and not for profit film showings for less than 500 people and between 08:00-23:00, therefore these activities cannot go ahead between 23:00-08:00.

The exception is New Year's Eve when the licence is extended through to the start of permitted hour the next day.

7. 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.

Safety information for hirers:

- * Escape routes are clearly marked and need to be clear of obstructions.
- * Fire extinguishers can be found throughout the premise and fire blankets are provided in the kitchens.
- * The first aid box and accident book can be found in the kitchens.
- * The hall's assembly point is on the Jubilee Playing Field.

8. Means of Escape

In advance of an entertainment or play the Hirer shall check the following items:

- * That all escape routes and corridors are free of obstruction and can be safely used.
- * That exit signs are illuminated.
- * That there are no obvious fire hazards on the premises.
- * The seating plan/stage layout is in accordance with regulations.

9. Smoking

Smoking is not allowed in the Hall by statute law.

Smokers shall be asked to dispose their cigarette ends in the wall-mounted box provided on the South Wall, to the right of the main entrance of Millenium Hall.

10. Outbreaks of Fire

The fire brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the hall manager. The hall telephone is located in the entrance of Millenium Hall but can only receive incoming calls. The number is 01905 380031.

11. 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 refrigerators, freezers and thermometers.

12. 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. All power circuits in the building are protected by Residual Current Devices to avoid the risk of electrocution.

13. Indemnity

- (a) The Hirer shall indemnify and keep indemnified each member of the Trust and the Parish Hall's employees, volunteers, agents and invitees against (a) the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises (b) all claims, losses, damages and costs 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 (c) all claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer.
- (b) The Hirer shall take out adequate insurance to ensure the Hirer and members of the Hirer's organisation and invitees against the Hirer's liability under paragraph 10(a) 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 hall manager. Failure to produce such policy and evidence of cover will render the hiring void and enable the hall manager to rehire the premises to another hirer.

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

14. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to the hall manager **as soon as possible** and complete the relevant section in the Parish Hall's accident book. Any failure of equipment belonging to the Parish 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. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

15. Explosives and Flammable Substances

The hirer shall ensure that:

- (a) Highly flammable substances (e.g. gas bottles) are not brought into, or used in any part of the premises
 - (b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Trust. No decorations are to be put up near light fittings or alarm sensors
 - (c) Fireworks or Chinese Lanterns are not discharged either inside or outside the building.
- (d) Bonfires, camp fires and barbeques are not permitted on site.

16. Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used. The heating system is thermostatically controlled and no attempt should be made to alter the control settings. The Main Hall fans are designed and controlled to automatically circulate heat from the roof area back to the floor if set in accordance with the instructions. These are provided alongside the control switches near the serving hatch in the Kitchen. Programmers controlling the heating times are located in the Boiler room and must not be touched.

In the Platinum Hall the heaters in the main room can be boosted if needed, each individually according to the on-screen instructions.

In colder weather, the heating controls will be adjusted accordingly by the hall manager who should be contacted in cases of emergency.

Please turn the ceiling fans off if helium balloons escape – This will avoid expensive damage to the fans.

17. 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 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.

18. Animals

The Hirer shall ensure that no animals except guide dogs are brought into the premises, other than for a special event agreed to by the Trust. No animals whatsoever are to enter the kitchen at any time.

19. Compliance with The Children Act 2004

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 2004 and that only fit and proper persons who have passed the appropriate Disclosure and Barring Service (DBS) checks 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 Trust with a copy of their DBS on request.

20. 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

Trust 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.

21. 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.

22. Cancellation

If the Hirer wishes to cancel or amend the booking, at least 21 days notice should be given before the date of the event. (In the case of Regular Hirers, 7 days notice). If the Trust 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 Trust. The Trust 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 Crowle Parish 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
- (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 their deposit and hire fee already paid, but the Crowle Parish Trust shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

23. 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. Failure to comply will invalidate the Trust's insurance policy and consequential losses will be recovered from the Hirer.

Any contents temporarily removed from their usual positions shall be properly replaced; otherwise the Trust shall be at liberty to make an additional charge.

(a) Cleaning

The Hirer shall ensure that all rooms used including entrance, kitchen & toilets are swept clean (mopped if liquids have been spilt).

If the kitchen has been used, the Hirer accepts responsibility for cleaning all appliances (hob, cooker, warming cupboard, refrigerators, sinks & worktops).

Cleaning materials are provided – they can be found under the sink and in the ladies' toilets (Millenium Hall) or cleaning cupboard to the left of the kitchen (Platinum Hall).

All used crockery and cutlery to be washed, dried and put away.

Used tea towels should be left in the bin provided.

(b) Removal of Refuse

Internal waste bins should be emptied into black bin bags and the bags placed in the large blue lidded bin near the rear kitchen door or the black wheelie bin down the alley between the Millenium Hall and Platinum Hall. All recyclable material as defined by the current local authority instructions should be placed in the green lidded bin near the rear kitchen door or the green wheelie bin down the alley between the Millenium Hall and Platinum Hall. If these are full, the surplus should be transported to the facilities at "The Old Chequers Inn" or the local authority tips.

24. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night. The Hirer shall, if using sound amplification equipment comply with any other licensing condition for the premises. Noise must be kept to a minimum between 23:00-08:00.

25. Stored Equipment

The Parish 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, unless agreed with the hall manager, 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 Crowle Parish Trust may, in 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 storage period has ended
- (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.

26. 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 hall manager. Any alteration, fixture or fitting or attachment so approved shall at the discretion of Crowle Parish Trust remain in the premises at the end of the hiring. It will become the property of the Parish Hall unless removed by the hirer who must make good to the satisfaction of the hall, any damage caused to the premises by such removal.

27. No Rights

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

28. Access and Security

The keys and burglar alarm codes held by the Hirer remain the property of the Trust and must be returned to the Trust at the end of the hire period. On no account may they be passed to unauthorised third parties. Any damage or loss sustained by the Trust following such action will be recovered from the Hirer.

29. Jubilee Playing Field

Hirers should ensure that all members of the group having supervisory roles are aware of the Conditions of Use relating to the Jubilee Playing Field which are displayed on site. Particular care should be exercised in relation to the evening curfew. (Dusk or 21:00 in Summer Months)

30. Car Park

87 (51 tarmacked, 36 gravel) car parking spaces are provided, with bays for disabled parking (**Only Blue Badge holders are to occupy these spaces**) Caravans are not permitted on the car park. Trailers are permitted if used in conjunction with events.(e.g. bars or catering). The car park is not to be used for any other purpose without written agreement from the Trust.

31. General

a) Chairs & Tables -

- a. **Millennium Hall** - 110 chairs, 16 large and 16 small tables are stored in the chair and table store. Use the trolleys to bring them out and return after use - do not allow them to be dragged across the floor. Stack the chairs in the store as per the diagram on the door when finished. (**Stack no more than 8 chairs**). There are also a collection of smaller chairs and tables for

children's use..

- b. Platinum Hall** - 60 chairs, 14 small tables and 3 large tables and stored in the Chair & Table Store. Use the trolley to move stacks of chairs. Do not drag stacks of tables and chairs to be dragged across the floor. There are also 20 smaller chairs and 4 tables that are for children's use.

If you require additional seating on the patio/terrace, you should inform the hall manager who will advise you of the arrangements to procure same. **Under no circumstances should upholstered chairs be used outside the building.**

In particular we would ask you to ensure table tops are wiped clean before being stacked.

b) Kitchen -

Sink Hot water for washing up is very hot, so please be careful when using it.

Kettles are provided for hot water for tea, coffee etc. In Millennium Hall a wall mounted heater can provide large amounts of hot water for drinks; **take great care as the water is boiling hot.**

There are thermometers in the refrigerators (and warming cupboard in Millenium Hall only). Crockery and cutlery are stored in marked cupboards and drawers (approx. 120 place settings Millenium Hall and 60 in Platinum Hall).

NOTE that you are responsible for cleaning the appliances, crockery and cutlery after use, ready for the next hirer. Tea towels are kept in cupboard next to the sinks (Millenium Hall) or the drawer next to the cooker (Platinum Hall); used towels should be placed in the bins provided. Bin bags and anti bac wipes are stored under the sink.

The dishwasher (Millenium Hall only) cleans in 2/3 minutes, instructions for use are on the wall above it.

- c) External Lighting** - The outside lights should be turned on during any event that takes place after dark, and turned off on leaving. Check that all such lights have been turned off, including those at the sides and to the terrace at the rear.

- d) Fire Alarm** - Should the fire alarm sound **without apparent cause:** (Electricity outage/failure is the usual causal event)

Go to the fire alarm panel in the Entrance Hall

- Enter "4415" on the panel, then
- Press the "Sounders Off" button.(1)
- Press "Reset" button. (3)

The alarm will automatically reset itself.

Let the Hall Manager know about the fault.

- e) Decorations & Display Facilities** - The hall is equipped with pin boards and hooks for the display of notices, decorations etc. Do not fix decorations near light fittings, radiators or alarm sensors. **Do not use Selotape, Blu Tack, string or coloured ribbon to secure any item to any part of the hall building or equipment unless you are prepared to remove all traces at the end of the hire period. This includes table & chair legs.**

- f) Faults/Damage/Comments** - Please report any faults or damage to the Hall Manager as soon as possible so that they can be rectified quickly. The Trust welcomes comments or observations that you may have about your hire of the Parish Hall and hopes that you and your guests enjoy your visit.

- g) Amplifier** - The Hall is equipped with an amplifier, wireless microphone, CD player and hard wire links to microphone sockets on each side of the stage. Access and instructions on the use of this equipment can be obtained from the Hall Manager.

- h) Induction Loop (AFILS)** - An Induction Loop is provided for the benefit of Hearing Aid Users in Millennium Hall. The Amplifier is located on the top shelf above the CD player in the Bar. Instructions for switching on the equipment can be obtained from the Hall Manager.

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- i) **Stage Lighting** - Authorisation and instruction on the use of the stage lighting can be obtained from the Hall Manager.
- j) **Only rooms indicated on the Booking Form are to be used by the Hirer. Any deviation from those stated could result in loss of deposit to cover additional hire charges.**

Health & Safety Information Note for all Hall Users

As outlined in the Parish Hall hire agreement, all users should abide by the conditions of hire for their own health and safety. In addition to these conditions, please ensure:

- Hirers are to ensure any incidents, defects or concerns are reported to the Hall Manager.
- Hirers are responsible for communicating to their users, the need for care and attention when driving in the car park.
- Hirers must request their users abide by the 5mph speed limit.
- Hirers to ensure no smoking within premises and encourage users to dispose of their waste in the appropriate external bins provided.
- Hirers ensure that they follow correct manual handling procedures whilst transporting equipment, tables and chairs.
- No cooking to be carried out within the Hall, other than within designated kitchen area.
- Where required, Hirers are responsible for ensuring they have appropriately qualified First Aiders for their organisation.
- No hazardous or flammable materials are to be brought onto site.
- All waste is to be removed by Hirers.
- No items or materials are to be left blocking corridors or doorways.
- Spillages are to be cleaned up immediately.
- Hirers are reminded that access to the stage should be via the steps.
- All hirers are responsible for the safety of their users on and around the stage.
- Hirers must have due care for neighbouring properties and hall users during events where loud music is being played. Noise levels must comply with licencing conditions.
- Hirers are responsible for ensuring any electrical equipment brought onto site must have had appropriate electrical safety checks and it is the responsibility of the hirer to ensure that cables are made secure and safe when in use.
- Hirers are responsible for ensuring that where required, appropriate DBS checks are carried within their organisations.
- Hirers are responsible for completing their own risk assessments and insurances for any activities or equipment used on site.
- Cleaners are made aware of the control and use of hazardous substances. It is the responsibility of the hirer for any cleaning products brought into the Hall and for their use, control and appropriate disposal.