

## **Claxby Village Hall Conditions of Hire**

Hire charges are set by the Council and reviewed annually.  
A booking form should be completed by the hirer prior to the date of hire.

The hirer must be over 18 and is required to comply with all relevant legislation including Health & Safety, Equality and Diversity.

The hirer undertakes to be present or, with consent, arrange for sufficient representative(s) to be present throughout the hire period.

The hirer or representative shall be responsible during the hire period for:-

1. Ensuring that the number of people using the premises does not exceed the permitted capacity.
2. Supervising the use of the premises and the care of its fabric and contents.
3. Ensuring that the premises (including kitchen and toilet) are left clean and tidy with any rubbish removed at the end of the hire.
4. Ensuring that all equipment is left as found, the premises are cleared of people, all lights and electrical equipment switched off (unless otherwise instructed) and the building secured using the keys supplied.
5. Collecting and returning the keys to the nominated person.
6. The behaviour of people using the premises, whatever their capacity, including proper supervision for car parking arrangements, so as to avoid obstruction of the highway and access to neighbouring properties.
7. Ensuring no excessive noise occurs, with a minimum of noise being made by any person on arrival or departure.
8. Ensuring that any electrical appliances brought on to the premises and used there shall be certified safe and in good working order and used in a safe manner. Any equipment over 12 months old requires a portable appliance certificate (PAT).
9. Ensuring that no LPG appliances or highly flammable substances are brought onto the premises.

### **Fire Regulations**

The hirer shall:-

1. Prior to the start of an event indicate the fire exits, position of fire equipment, fire evacuation procedures and evacuation assembly point to all the users of the hall.  
**The evacuation assembly point is at the corner of Boggle Lane – reached by exiting the hall, turning right and proceeding down Normanby Rise to the corner of the public footpath.**
2. Appoint a fire monitor to make a list of all the persons present to be checked should the premises need to be evacuated.
3. Ensure that there is access to a working mobile phone as there is no landline at the premises.
4. Ensure that the Fire Brigade is called to any outbreak of fire, however slight, and details are given to the hall's emergency contact.
5. Ensure that in case of a fire no person re-enters the building without the permission of the Fire Brigade.

### Use of Premises

The hirer shall not :-

1. Sub-let or use the hall for any purpose other than what is described on the booking form.
2. Use the hall or allow the hall to be used for any unlawful purpose or in any unlawful way.
3. Do anything or bring onto the premises anything which may endanger the premises or users or render invalid any insurance policies.
4. Allow the misuse of illegal substances on the premises or allow smoking inside the building.

**It is a criminal offence to smoke within public premises.**

5. Make alterations or additions to the premises without prior written approval. The hirer must produce proof that any decorations comply with Fire Regulations and make good any damage caused.

### Damage

The hirer shall be responsible for any damage arising out of, or incidental to the hiring - this includes fixtures, fittings and contents of the premises. Also, for the cost of repairing or making good any loss or damage (fair wear and tear excepted) arising out of, or incidental to the hiring.

### Compliance with legislation

1. The hirer must comply with all conditions and regulations required by the Licensing Authorities.
2. Alcohol must not be supplied or consumed on the premises without permission. The hirer may be responsible for obtaining and purchasing a Temporary Event Licence but no hirer may seek such a licence without gaining permission on booking. Alcohol may not be served to any person under 18 years of age.
3. The hirer is required to comply with all relevant legislation, and to ensure that only fit and proper persons are present for any activities on the premises which involve children and/or vulnerable groups. Children and vulnerable groups should be supervised at all times.

**Relevant criminal record checks are the responsibility of the hirer, as are individual Personal Risk Assessments.**

### Accidents and Dangerous Occurrences

The hirer must report **ALL** accidents and incidents as soon as possible to the emergency contact and complete the relevant section in the Accident & Incident Book.

Any failure of equipment either that belonging to the hall or brought in by the hirer must also be reported as soon as possible to the emergency contact and recorded in the Communication Book.

### Equipment

The Council accepts no responsibility for any equipment or other property brought onto or left in the building and reserves the right to dispose of any such equipment if not claimed within 14 days.

### Cancellation

The Council reserves the right to cancel a hiring by written notice to the hirer in the event of the premises being required for use as a Polling Station or if the Council reasonably considers that:-

1. Such hiring may lead to a breach of the licensing conditions or other statutory requirements.

2. Unlawful or unsuitable activities may take place on the premises as a result of the hiring.

3. The premises have become unfit for the use intended by the hirer.

In any such case the hirer shall be entitled to a refund of any deposit or hire fees paid but the Council shall not be liable for any resulting direct or indirect loss or damages whatsoever.

#### Cancellation by hirer

Cancellation should be made in writing to the Council at least 7 days prior to the event. The Council is not responsible for any costs involving licences or any other incidental costs relating to the booking.

#### Personal data

Conforming with GDPR guidance, personal data obtained from the hirer is not shared with any third parties.