

STANDARD CONDITIONS OF HIRE from 1st January 2025

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

There is a no smoking policy for the whole of the building. Burning of incense or similar and the use of candles is also forbidden on health and fire safety grounds.

Functions must end by 11.30pm Sundays to Fridays, and 00.00pm (midnight) on Saturdays.

00.30am Christmas Eve & New Year's Eve.

The premises must be vacated half an hour after the time of the end of the licence.

- 1. Supervision.** The Hirer must be 18+ and 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 the proper supervision of car parking arrangements to avoid obstruction to the highway. If the Hirer is unable to attend, then a deputy must be nominated.
- 2. Use of Premises.** The Hirer shall not use the premises for any purpose other than 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 the appropriate licence or permission of the committee. (see clause 3)
- 3. Licences.** The Hirer shall be responsible for obtaining such licences as may be needed whether for the sale or supply of intoxicating liquor, from the Performing Right society, Phonographic Performance Ltd, or otherwise and for the observance of the same. **Temporary Event Notices (TENs).** The Hirer shall not apply for a Temporary Event Notice without the prior written consent of the Committee. Where a TEN is required (e.g. for the sale of alcohol or provision of regulated entertainment outside the hall's licence), the Hirer is responsible for applying to the Licensing Authority and providing the Committee with a copy. The Committee reserves the right to limit or refuse consent if the hall's annual quota of TENs may be exceeded. The Hirer must comply with all licensing laws, including no sales to under-18s or intoxicated persons.
<https://next.shropshire.gov.uk/licensing/licensing-types/alcohol-and-entertainment/licences/temporary-event-notice/>
- 4. 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.
- 5. Public Safety Compliance.** The Hirer shall comply with all the conditions and regulations made in respect of the premises by the Fire 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 play. Instructions regarding the evacuation of the building in the event of fire should be made before the commencement of the event. The main hall is licensed for 180 seats.
- 6. Health and Safety.** The Hirer shall, if preparing, serving, or selling food, observe all relevant food health and hygiene legislation and regulations and all outside caterers must be registered with the local authority. Inflatables (bouncy castles) safety: Hirers are to comply with HSE guidance:
<https://www.hse.gov.uk/entertainment/bouncy-castles-safety-advice.htm>
- 7. Electrical Appliance Safety.** The Hirer shall ensure that any electrical appliances brought to the premises and used there shall be safe, in good working order, used in a safe manner and any requirements for PAT testing/inspection have been met. Where a residual current circuit breaker is provided the hirer must make use of it in the interest of public safety.

8. Insurance and indemnity.

(i) You are liable for:

- (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
- (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 (if any), 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 (if any), and subject to sub-clause (ii), you must indemnify us against such liabilities. (ii) We will take out adequate insurance to insure the liabilities described in sub-clauses (i)(a) and (b) above and may, in our discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (i)(c) and (d) above. We will claim on our insurance for any liability you incur but you must indemnify us against: (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies we receive under the insurance policy. (iii) Where we do not insure the liabilities described in sub-clauses (i)(c) and (d) above, you must take out adequate insurance to insure such liability and on demand must produce the policy and current receipt or other evidence of cover to our Hall Secretary. If you fail to produce such policy and evidence of cover, we will cancel this Agreement and re-hire the premises to another hirer. We are insured against any claims arising out of our own negligence.

9. Accidents and Dangerous Occurrences. The Hirer must report all accidents, involving injury to the public, to a member of the Management Committee as soon as possible. Any failure of equipment either belonging to the hall or brought in by the hirer must also be reported as soon as possible. Accident report forms are on the Committee notice board in the Foyer.

10. Compliance with the Children's Act and Vulnerable Adults Act. The Hirer shall ensure that any activities for children and/or vulnerable Adults comply with the provisions of the relevant Acts and that only fit and proper persons have direct involvement with them. Anybody having concerns regarding child or adult safeguarding should telephone 0345 678 9040 for advice.

11. Fly posting. The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisement for any event taking place at the hall, and shall indemnify the committee accordingly against all action, claims and proceedings arising from any breach of this condition.

12. Cancellation by the Hirer. If the Hirer wishes to cancel the booking before the date of the event and the committee 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 Committee.

13. Cancellation by the Committee. The Committee reserve the right to cancel this hiring in the event of the hall being required for use as a Polling Station, a Parliamentary or Local Government election or bye-election or emergency use as a shelter in which case the Hirer shall be entitled to a refund of any monies already paid.

14. Unfit for use. In the event of the hall or any part of it being rendered unfit for the use it had been hired for, the Committee shall not be liable to the hirer for any resulting loss or damage whatsoever except for hiring fee.

15. Refusal of Booking. The Committee reserves the right to refuse a booking without notice or to cancel the hiring agreement at any time either before or during the term of the agreement upon giving seven days' notice in writing to the hirer.

The Hirer shall be entitled upon such notice to reimbursement of such monies including any deposit or a proportion of the same as have been paid to the committee, but the committee shall not be liable to make any further payment to the hirer.

16. Noise. Please consider the neighbours and keep the sound of music to a reasonable level and ensure the minimum of noise is made on arrival and departure.

17. Car Park. Cars are left in the Private Car Park at their owner's risk and the Hall Committee cannot accept any responsibility for loss or damage incurred. Hirers should ensure access is clear for emergency vehicles at all times during the hire of the hall.

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 and any contents temporarily removed from their usual positions properly replaced, no alterations/fixtures/placards without prior written approval; any permitted fixings must be removed and damage made good otherwise the committee shall be at liberty to make an additional charge. Dustpan/brush etc are in Kitchen cupboard adjacent to the serving hatch.

Please ensure all lights/water heaters are switched off, windows closed, doors locked. Chairs neatly stacked. Tables cleaned and placed in appropriate storage area. All articles such as balloons/bunting etc to be removed including from the proscenium arch. Please do not use cellotape to stick things on the walls as this removes paint when taken off – suggest blu-tack is used. Please ensure chewing gum is removed from chairs/floor.

- 19. Responsible individual, Security and Fire arrangements.** A person with overall responsibility for security and fire arrangements must be designated by the Hirer for each Hiring and, always, one person for each of up to 50 people present must act as Fire and Door Stewards to operate the fire extinguishers and to help people out of the building via the fire exits and other doors in the event of an emergency. Plans indicating Emergency Exits are displayed in each room. Fire assembly point is the lower car park. It is your responsibility to familiarise yourself with these procedures.
- 20. Safeguarding.** You 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).
- 21. Waste Disposal.** The Hall has limited waste disposal facilities and Hirers are responsible for the disposal of all their own refuse. No food or other waste to be left on the premises.
- 22. Pat Testing Equipment.** All electrical equipment must be PAT Tested (Portable Appliance Testing) before use in the Hall premises. This includes all electrical items brought into the Hall by hirers for their own use. This can be undertaken by any qualified electrician for a small charge.
- 23. Personal Data Security.** Under GDPR any personal details associated with this hire arrangement will only be retained for the purpose of booking administration by Bayston Hill Memorial Hall and will not be passed to any third parties.
- 24. Responsibility for stored or left items.** The hall committee accepts no responsibility for stored items; for items not promptly removed and has the right to dispose of uncollected property.
- 25. Animals:** No animals except assistance dogs; no animals in kitchens/food-prep areas.
- 26. Right of entry:** The committee (or its representatives) reserve the right of entry during a hire period to ensure compliance.
- 27. Regulated entertainment:** For a performance of live music, the playing of recorded music, or an exhibition of a film, written permission must be obtained from the Village Hall Committee in order for the entertainment activity to take place. This is a condition of the deregulation and is a legislative requirement. A suitably completed, signed, booking agreement form provides such permission. For an exhibition of a film, children must be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. The hirer shall ensure that they have the appropriate copyright licences for showing the film.