

HBVH Standard Conditions of Hire

(If a Hirer is in any doubt as to the meaning of any aspect of the following the Booking Officer should be immediately consulted)

1. **The Hirer** who must be over the age of 21 years will, during the whole period of the hiring, be responsible for supervision of the premises, the fabric and contents, their care, safety from damage however slight; or change of any sort and the behavior of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway.
2. **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.
3. **The Hirer** shall be responsible for obtaining such licences as may be needed for the sale or supply of intoxicating liquor and or musical performances, live or recorded. An appropriate licence (Temporary Events Notice) can be obtained from the local licencing authority, North Yorkshire Council.
4. **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. **The Hirer** shall comply with all the 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.
6. **The Hirer** shall if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.
7. **The Hirer** shall ensure that any electrical appliances brought by them to the premises and used there shall be safe and in good working order and used in a safe manner. Where a residual circuit breaker is provided under terms of the PEL or CPL the hirer must make use of it in the interests of public safety. All such appliances shall be PAT tested and certified. No heating appliances shall be used on the premises without the express consent of the Committee. Portable LPG heating appliances shall not be used.
8. **The Hirer** shall indemnify the Village Hall Management Committee (the Committee) for the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the building, which may occur during the period of the hiring as a result of the hiring.
9. **The Hirer** shall be responsible for making arrangements to insure against any third party claims, which may lie against him or her (or the organization if acting as a representative) whilst using the village hall. (The Village Hall Management Committee is insured against any claims arising out of its own negligence).
10. **The Hirer** must report all accidents involving injury to the public, as soon as possible. An Accident Report Book is kept in the Village Hall Kitchen for this purpose. Certain types of accident or injury must be reported to the local authority.
11. **The Hirer** shall ensure that no animals (including birds) except guide dogs are brought into the hall, other than for a special event agreed by the Committee. No animals are to enter the kitchen at any time.
12. **The Hirer** shall ensure that if children are present the code of practice "Safe From Harm" produced by the Home Office is followed. Children should be supervised at all times particularly in high risk areas such as outdoor play area and kitchen.

13. **The Hirer** shall not carry out fly posting or any other form of unauthorised advertisement for any event taking place in the hall without the express approval of the Committee and shall indemnify the Committee accordingly against all action, claims and proceedings arising out of any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.
14. **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 repayment of the hire fee shall be at the discretion of the Committee.
15. **The Committee** reserves the right to cancel this hiring in the event of the hall being required for use as a Polling Station for a Parliamentary or Local Government election or bye election in which case the Hirer shall be entitled to a refund of any deposit paid.
16. **In The Event** of the hall or any part thereof being rendered unfit for the use for which it has been hired, the Committee shall not be liable to the hirer for any consequential loss or expense.
17. **The Committee** reserves the right to refuse any booking.
18. **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 Committee shall be at liberty to make an additional charge. At the conclusion of the event the hirer is required to remove from the premises all rubbish produced during the event.
19. Bouncy Castles and other inflatable devices are permitted, in the grounds of the hall but not inside the hall, subject to **The Hirer** obtaining appropriate Public Liability Insurance for a minimum cover level of £5m.
20. **Excluded Activities** – Firework displays and bonfires are not allowed. Any other performances involving potential danger to the public shall not be allowed. Highly flammable substances shall not be brought into or used in any part of the premises. No internal decorations of a combustible nature (e.g. Polystyrene, Cotton Wool etc) shall be erected without the consent of the Committee. Candles as a light source are not permitted.
21. **The Hirer** shall ensure that the minimum of noise is made on arrival and departure and music is kept to a reasonable level both inside and outside, in consideration of our neighbours.
22. **Smoking** – the village hall is “no smoking and no vaping” throughout.
23. **Capacity** – The number of people on the premises shall not exceed 60 in respect of indoor areas and 150 in respect of outdoor areas.
24. **Outbreak of Fire** – The Fire Brigade shall be called to any outbreak of fire, however slight. Immediately following such emergency call, a member of the Committee shall be contacted. Contact details are available on notice boards within the hall.
25. **Personal Property Risks** – Any property brought to the event by the hirer and/or those attending the event, including but not limited to, vehicles, personal property and belongings, marquees and any other 3rd party provided items, are at the hirers own risk. The Committee accepts no responsibility for loss or damage.
26. **GDPR Statement** – The Hirer agrees that the Committee may keep on secure record, the details given on hiring agreements and any associated correspondence. The Hirer is advised that the Committee will not share or distribute any information held in relation to any hirers to any third parties. Should the Hirer so request the Committee will remove from their records all information upon completion of the hire term.