



Hall for Hire @ Coalport Village Hall



Terms & Conditions of Hire

These Terms & Conditions apply to all persons (hereafter referred to as the 'Hirer') hiring Coalport Village Hall (hereafter referred to as the 'Hall'). If there is any doubt as to the meaning of the terms and conditions set out in this document then a member of the Hall's Management Team should be consulted prior to the Period of Hire.

The Period of Hire is defined as the date & time described on the Hiring Agreement or the time that the Hirer is actually in occupation of the Hall, whichever is the longer period.

1) Responsibility

The Hirer shall, during the Period of Hire, be responsible for:

- Supervision of those other persons within the premises
- The fabric and contents of the Hall
- Ensuring that car parking does not obstruct any right of way

The Hirer is responsible for any cost incurred by the Hall to rectify any damage (including accidental damage) to the premises and/or fixtures, fittings & contents or any theft or loss of fixtures, fittings & contents.

2) Use of the Hall

The Hirer shall only use the Hall for the purpose as described in the Hiring Agreement and shall not allow any other activity to take place. The Hirer shall not sub-let the Hall. The Hirer shall not allow the premises to be used for any unlawful purpose or in any unlawful way and shall not do or allow anything in to the Hall that may endanger or invalidate the insurance policies of the Hall.

3) Age of Hirer

The Hirer must be over 18 years of age. Where there is any doubt as to the age of the person requesting a Period of Hire then a parent or guardian shall be asked to sign the Hiring Agreement and thereby accept responsibility for the hire.

4) Licences

If the Hirer undertakes any activity during the Period of Hire that requires a license then it is the Hirers responsibility to ensure that either the Hall already has an appropriate license in place or that such a license is obtained prior to the Period of Hire.

5) Health & Hygiene

The Hirer shall, if preparing, serving and/or selling food, observe all relevant food hygiene legislation. In particular all dairy products, vegetables, meat and cold pre-cooked rice must be refrigerated and stored in compliance with the appropriate regulations. It is the responsibility of the Hirer to ensure that any refrigerator within the Hall is operating at the correct temperature if it is used.

6) Public Safety Compliance

The Hirer shall comply with all conditions and regulations made in respect to:

- The Local Authority
- The Fire Authority
- The Licensing Authority

particularly in connection with any event which constitute regulated entertainment, when alcohol is being provided or when children are in attendance.

At the start of any Period of Hire the Hirer shall check the following:

- That all fire exits are unlocked and panic bolts are in good working order
- That all escape routes are free of obstruction and can be used safely
- That any fire doors are not wedged open
- That exit signs are illuminated
- That there are no obvious fire hazards

The Hirer is responsible for the following:

- To ensure that the Hall is evacuated and the Fire Service is called in the event of any fire
- That the location and use of all fire equipment has been identified
- To ensure that the means of escape from the Hall are free from obstruction and immediately available for instant free exit

The Hirer is also responsible for notifying the Hall's Management Team of:

- Any occasion that the Fire Service, Police or Ambulance is called to the Hall, irrespective of whether an emergency took place
- Any occasion that the fire equipment in the Hall is used, irrespective of whether an emergency took place. *This is particularly important with regards to fire extinguishers*
- Any accident involving injury – which shall also be entered into the Hall's accident book. *In certain instances this may also need to reported to the Local Authority in accordance with RIDDOR (Reporting of Injuries, Diseases and Dangerous Occurrences Regulations)*
- Any failure of any equipment within the Hall



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7) Electrical Appliance Safety

The Hirer shall ensure that any portable electrical appliance brought to the Hall shall be in safe working order and has a current Portable Appliance Test certificate, a copy of which shall have be attached to the Booking Form at the time of booking the Period of Hire.

8) Gaming, Betting & Lotteries

The Hirer shall ensure that no activity occurs in the Hall that in any way contravenes the laws relating to gaming, betting and lotteries.

9) Heating

The Hirer shall ensure the following:

- That no unauthorised heating appliance is used in the Hall
- That no portable Liquefied Propane Gas (LPG) heating appliance is used in the Hall
- That the heating control of the Hall's boiler or any radiator is not adjusted

10) Animals

The Hirer shall ensure that no animal or pet (including birds) are allowed into the Hall (except guide dogs) other than for a special event that has been previously agreed in writing by the Hall's Management Team. In any event, no animal whatsoever is allowed into the Hall's kitchen.

11) Explosive and Flammable Substances:

The Hirer shall ensure the following:

- That no flammable substances are brought into the Hall
- That no internal decorations of a combustible nature (e.g. polystyrene, cotton wool, etc.) are erected and that no decorations are placed close to lights or heaters.

12) Compliance with the Children Act 1989

The Hirer shall ensure that any activities for children under 8 (eight) years of age comply with the provisions of the Children Act 1989 and that only fit and proper persons who have passed the appropriate Criminal Records Bureau (CRB) checks have access to the children. *Note that such checks may also apply where children over eight and vulnerable adults are taking part in activities.* The Hirer shall provide the Hall's Management Team with a copy of their Child Protection Policy on request.

13) Bouncy Castles & Trampolines

The Hirer shall obtain prior permission from the Hall's Management Team before arranging for a bouncy castle or trampoline. The equipment must be hired from a supplier who holds their own insurance to cover the condition of the equipment.

In order to be covered by the Hall's public liability insurance the Hirer is responsible for ensuring that the following rules are followed:

A bouncy castle must be:

- Supervised by a responsible employee/volunteer at all times when in use.
- Not used by children under 2 years of age.
- Restricted to use by age group (age groups 2-5, 6-12 and over 12 years of age must not be mixed).

A trampoline must be:

- Supervised by a responsible employee/volunteer at all times when in use.
- Fitted with safety side netting to prevent falls.
- Not used by more than one person at a time.

Because of the low roof beams in the hall a bouncy castle or trampoline must only be placed outside on the patio area.

14) Fly Posting

The Hirer shall not carry out or permit any fly posting or other forms of unauthorised advertisements for any event taking place at the Hall, and shall indemnify and keep indemnified each member of the Halls Management Team accordingly against such actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority

15) Sale of Goods

The Hirer shall, if selling goods at the Hall, comply with the Fair Trading Laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the following is prominently displayed:

- The total price of any goods or service
- The seller/organisers name and address
- That any discounts offered are based only on Manufactures' Recommended Retail Price

16) Drunk and Disorderly Behaviour & Supply of Illegal Drugs

The Hirer shall ensure that in order to avoid disturbing neighbours to the Hall and to avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. Alcohol shall not be served to any person suspected of being drunk or to any person suspected of being less than 18 years of age. Any person suspected of being drunk, under the influence of drugs or is behaving in a violent or disorderly way must be asked to leave the premises. No illegal drugs shall be allowed to be brought into the Hall or onto its land.



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17) 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, ensure that it is not used after 11pm. The whole site, including car-park, must be cleared of people & cars by midnight (unless a specific agreement has otherwise been made with the Hall).

18) Stored equipment

The Hall accepts no responsibility for any stored equipment or other property brought to, or left at, the Hall and all liability for loss or damage is hereby excluded. All equipment or other property (other than stored equipment) must be removed at the end of each Period of Hire otherwise fees will be charged for each day or part-day at the standard hire rate until the same is removed.

In the case that the Hirer fails to pay any storage charges or remove the property within 7 days then the Hall's Management Team reserves the right dispose of the property by sale or otherwise on such terms and conditions as it thinks fit and to charge the Hirer any costs incurred in this disposal.

19) Alterations

No alterations or additions shall be made to the Hall and no fixture, fitting, placards, decorations or other articles shall be attached in any way to any part of the Hall without prior written approval from the Hall's Management Team. Any alteration, fixture, fitting or attachment so approved will become the property of the Hall at the end of the Period of Hire unless removed by the Hirer, who must make good any damage caused by such removal.

20) Indemnity

The Hirer shall indemnify and keep indemnified each member of the Hall's Management Team and the Hall's employees, volunteers, agents and invitees against:

- The cost of repair to any damage done to any part of the Hall including the curtilage thereof or its contents
- 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 Hall (including the storage of equipment) by the Hirer
- All claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to the third party as a result of the use of the Hall by the Hirer

The Hirer shall take out adequate insurance to insure the Hirer and any members of the Hirers organisation and invitees against the Hirers liability indicated above 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 Halls Management Team. Failure to produce such a policy or evidence of cover shall render the hiring void and enable the Hall to be rehired out to another.

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

21) Rights

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

22) Cancellation

If the Hirer wishes to cancel the booking before the date of the event then the following takes effect:

- For cancellation up to two weeks before the Period of Hire: The hire fee shall be refunded less a £10 cancellation fee.
- For cancellation less than two weeks before the Period of Hire: No refund shall be provided.

The Hall reserves the right to cancel any booking by written notice to the Hirer in the event of:

- The Hall being required for use as a Polling Station for a Parliamentary or Local Government election or by-election
- The Hall's Management Team reasonably considering that such a hiring will lead to a breach of licensing conditions or other legal or statutory requirements or that unlawful or illegal activities may take place at the Hall as a result of the hiring.
- The Hall becomes unfit for the use intended by the Hirer
- An emergency requiring the use of the Hall as a shelter for 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 Hall shall not be liable to the Hirer or its agents for any resulting direct or indirect loss or damages whatsoever.

23) End of Hire

The Hirer shall be responsible for leaving the Hall and surrounding area in a clean and tidy condition, properly locked and secured (unless directed otherwise by a member of the Halls Management Team) and any contents temporarily removed from their usual positions replaced (including all tables & chairs) otherwise the Hall's Management Team shall be at liberty to make an additional charge.

Coalport Village Hall

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