

# TREDINGTON WI HALL

## CONDITIONS OF HIRE

Please retain this document for reference.

This agreement should be read fully before signing the Hire Agreement. In signing the Hire Agreement you (The Hirer) are confirming your acceptance of all the terms and conditions given in this document. If the Hirer is in any doubt of the meaning of any of the conditions the Hall Committee should be consulted via ([treasurer@tredingtonandblackwellwi.co.uk](mailto:treasurer@tredingtonandblackwellwi.co.uk)) prior to completing the booking form.

### 1. Age

The Hirer, being a person of at least 18 years of age, accepts responsibility for being present on the premises for the whole duration of the booking, for supervising their guests and for ensuring that all conditions relating to management of the premises are met.

### 2. Supervision

The Hirer (meaning an individual hirer or the authorized representative of a hiring organization) shall during the period of hire be responsible for supervision of the premises to ensure safety from any damage and behaviour of all persons using the premises. This includes supervision of parking arrangements to avoid obstruction of the highway.

### 3. Use of Premises

The Hirer shall use the premises solely for the purpose described in the hire agreement and shall not sub-hire, nor allow any unlawful or unsuitable use, nor allow any activity or substance on the premises which may invalidate its insurance.

### 4. Insurance and Indemnity

- I. The Hirer shall be liable for the cost of any repair or replacement required as a result of damage done during the period of hire.
- II. The Hirer shall be liable for the cost of claims, losses and damages incurred as a result of nuisance to a third party caused as a result of the use of the premises by the Hirer.
- III. The Hall is insured against any claims arising from the Owners negligence.

### 5. Use of Equipment

- I. Use of the kitchen, its appliances, crockery, cutlery, glassware and utensils, is included in the hire. The Hirer is required to ensure that any items used are cleaned and returned to their usual storage locations.
- II. Any breakages must be reported, and a fee may be charged.
- III. Use of tables and chairs, as on the Hire Agreement, is included in the hire. Any failure of operation or damage to these items must be reported.
- IV. Audio-visual equipment may be used (subject to an additional fee) as described in the Hire Agreement. Any failure of operation or damage to these items must be reported.

## **6. Licensing**

- I. The Hall has a Premises Licence, issued by Stratford-on-Avon District Council, which includes a range of activities, including the sale of alcohol (12.00 – 23.00hrs).
- II. The Hirer, in signing the Hire Agreement, agrees they have read, understand and will comply with the Hall's Licensing Policy.
- III. Should the Hirer's event fall outside the licensed times or activities, the Hirer must make an application to Stratford-on-Avon District for a Temporary Event Notice (TEN). The booking will not be confirmed until a TEN is approved.
- IV. The Hall holds the relevant permission from the Performing Rights Society for Music for playing recorded, broadcast, digital and live music within the Hall.

## **7. Gaming, Betting and Lotteries**

The Hirer shall ensure that no activity during the period of hire contravenes the law relating to gaming, betting and lotteries.

## **8. Film**

- I. Films may be shown via the Hall's audio-visual equipment (additional fee) for audiences up to 60 people.
- II. The ages of audience members shall be in accordance with the age restrictions classified according to the British Board of Film Classification
- III. The Hirer shall obtain the appropriate copyright licenses prior to showing any film (including streamed and DVD). Copyright licences are available from the Motion Picture Licensing Company Ltd or FilmbankMedia.

## **9. Safeguarding**

- I. The Hirer shall ensure that activities for children under 8 years old (excluding private functions) comply with the provisions of The Childcare Act 2006 and the Safeguarding Vulnerable Groups Act 2006.
- II. CRB checks are required for activities involving children and vulnerable adults.
- III. The Hirer, in signing the Hire Agreement, agrees they have read, understand and will comply with Child Sexual Exploitation for People Working in Licensed Premises in Warwickshire.

## **10. Public Health and Safety**

- I. The Hirer will ensure that the Hall's COVID-19 conditions are met.
- II. The Hirer shall check the location of fire extinguishers and signage and access to fire exits. In the event of a fire, however small, the Fire Service should be called via 999 and all guests/attendees evacuated to the assembly point.
- III. The Hirer shall ensure compliance with the smoking in public places provisions of The Health Act 2006 and that no smoking takes place inside, or immediately outside, the Hall.
- IV. The Hirer will ensure that no highly flammable substances are brought into the Hall, including combustible decorations.
- V. All electrical appliances within the Hall are PAT tested. The Hirer will ensure that any additional electric items brought into the Hall during the period of hire have been PAT tested.
- VI. The Hirer will ensure that all accidents and injuries are recorded, using the Accident Form Template

- VII. The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene regulations. (The Food Standards Agency offers advice for provision of food in village halls). A list of all potential allergens must be displayed.
- VIII. The Hirer will ensure that they know the location of the First Aid kit and defibrillator at the Hall prior to the event.

#### **11. Animals**

- I. Except with prior agreement of the Hall Committee, the Hirer shall ensure that no animals or birds are brought into the Hall, except guide and assistance dogs.
- II. Guide and assistance dogs may not enter the kitchen.

#### **12. Publicity and Signage**

- I. The Hirer shall not undertake or permit any form of unauthorized publicity for their event, including flyposting at the Hall or other location.
- II. The Hirer will ensure that no signs, decorations or other items are attached in any way to the interior or exterior of the premises without written permission of the Hall Committee.

#### **13. Sale of Goods**

The Hirer shall ensure, if goods are to be sold on the premises (whether charitable fundraising or for profit), compliance with relevant legislation (e.g., Fair Trading Laws) and codes of practice.

#### **14. End of Hire**

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition.

Lights, heaters and electric equipment (except fridge and wi-fi router) are switched off. Any fluid spillages should be cleaned and dried.

Visible waste on the floors should be swept up and placed in black bags provided.

All rubbish should be in tied black bags and left in the kitchen for disposal.

Recyclables, including glass, aluminium and card, should be removed from the premises.

#### **15. Hire Agreement**

The completed and signed Hire Agreement, together with full payment of the hire fee and any additional hire charges, secures The Hirer's booking for the date, times and activity described.

#### **16. Amendments and Cancellations**

- I. The Hirer may make amendments to the secured booking (dependent upon the changed requirements being available) at no charge.
- II. The Hirer may cancel the booking in writing up to 14 days prior to the secured booking date and will receive a full refund of the fees paid.
- III. The Hirer may cancel the booking in writing within 14 days prior to the secured booking date and will receive a 50% refund of the fees paid.

The Hall Committee reserves the right to cancel this hiring by written notice to The Hirer in exceptional circumstances, for example:

- I. The Hall is required for use as a Polling Station.
- II. The Hall becomes unfit for use.
- III. The Hall is required as part of an Emergency Response.
- IV. Additional information received after the booking is secured leads the Hall Committee to believe that the booked activity will lead to a breach of licensing conditions.

A full refund will be made; however, the Hall Committee shall not be liable to the Hirer for any resulting loss or damages.