

TREDINGTON WI HALL

CONDITIONS OF HIRE

Revised 28 MARCH 2023

GENERAL CONDITIONS OF HIRE

Please retain this document for reference.

These conditions should be read fully before signing the Hire Agreement. In signing the Hire Agreement, the Hirer is confirming their acceptance of all terms and conditions given in this document. If clarification is required, contact the Hall Trustees via treasurer@tredingtonandblackwellwi.co.uk, prior to completing the booking form.

1. Age

The Hirer must be at least 18 years of age and accepts responsibility for being present for the duration of the booking, for supervision of guests and ensuring that conditions of hire are met.

2. Supervision

The Hirer shall, during the duration of the booking, be responsible for supervision of the premises to ensure safety from damage, behaviour of guests and parking arrangements to avoid obstruction of the footpath and highway.

3. Use of Premises

The Hirer shall use the Hall solely for the purpose described in the hire agreement. The Hirer shall not sub-hire, allow unlawful or unsuitable use, nor allow activities or substances on the premises which may invalidate insurance.

4. Insurance & Indemnity

- i. The Hirer shall be liable for the cost of any repair or replacement required, because of damage 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, which is caused by the use of the Hall during the period of hire.
- iii. The Hall is insured against any claims arising from the Owners' negligence.

5. Use of Equipment

- i. Use of tables and chairs is included in the hire.
- ii. Use of Wi-Fi is included in the hire.
- iii. Use of audio-visual equipment (projector, microphone, audio and DVD player) and screen are included in the hire, subject to the Hirer having received instruction in their use. Only

audio-visual items specified at the time of booking will be accessible to the Hirer. A Hearing Loop is always accessible.

- iv. 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 original storage locations.
- v. Any breakages of equipment must be reported, and a replacement fee may be charged.
- vi. Any failure of operation or damage to equipment must be reported.

6. Licences

- 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, understood and will comply with the Hall's Premises Licence and, where appropriate the Licensing Policy (alcohol sales) and Film Licence conditions.
- 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 for audiences up to 32 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 Hall holds an appropriate copyright license which covers most film distributors and all film media. If the Hirer will show a film that is excluded from this licence, they should obtain prior to showing any film (including streamed and DVD) a Copyright licence (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, understood 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 Safety & Infection Control Protocols 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 Trustees, 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 Trustees.

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(s) (e.g., Fair Trading Laws) and codes of practice.

14. End of Hire

- i. The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition.
- ii. Lights, heaters and electric equipment (except fridge and wi-fi router) are switched off.
- iii. Any fluid spillages should be cleaned and dried.

- iv. Visible waste on the floors should be swept up and placed in black bags provided.
- v. Waste should be put in the wheelie bins at the rear of the Hall:
 - Black bin – general waste in tied black bags.
 - Blue bin – unwrapped recyclables – glass, aluminium, clean paper and cardboard.
 - Small green bin - Food waste – cooked and uncooked food in recyclable green bags.
 - Green bin – this is for garden waste only and should not be used by the Hirer.

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, activity & equipment 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.
- iv. The Hall Trustees reserves the right to cancel this hiring by written notice to The Hirer in exceptional circumstances, for example:
 - The Hall is required for use as a Polling Station.
 - The Hall becomes unfit for use.
 - The Hall is required as part of an Emergency Response.
 - Additional information received after the booking is secured leads the Hall Trustees to believe that the booked activity will lead to a breach of licensing conditions.

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

17. These conditions will be reviewed annually, or sooner if circumstances change.

29th March 2023