

**IN ORDER TO BOOK SILVERTON COMMUNITY HALL YOU MUST ACCEPT THE BOOKING CONDITIONS.**

**STANDARD CONDITIONS OF HIRE**

*(If the hirer is in any doubt as to the meaning of the following, the Booking Clerk should immediately be consulted)*

**THE PERIOD OF BOOKING SHOULD INCLUDE BOTH SETTING UP AND CLEARING UP TIME.**

- For the purposes of these conditions, the term HIRER shall mean an individual hirer or, where the hirer is an organisation, the authorised representative.
- These conditions are to be read prior to booking.
- When booking the hirer will be required to sign that these conditions are accepted.

1. Supervision: The HIRER 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 proper supervision of car parking arrangements so as to avoid obstruction of the highway and the enforcement of no smoking anywhere within the building.

2. Use of the Premises: 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 not do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect hereof nor allow the consumption of alcohol thereon without written permission. All hirers must ensure that the toilets and other facilities are not misused. The Hirer is responsible for moving and setting out tables and chairs, using the trolleys provided, and for returning them and stacking like on like safely in the store.

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 Licensing Department of Mid Devon District Council, Phoenix House, Tiverton or from the Performing Rights Society, or from the Phonographic Performance Ltd. or otherwise and for the observance of the same.

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 conditions and regulations made in respect of the premises by the Fire Authority, Local Authority- the Licensing Authority or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays. When seats are used for public performances, they must be joined by the links on the chairs, and chairs without built-in links must be clipped together with hooks provided on the bar counter.

6. Health and Hygiene: The HIRER shall observe, if preparing, serving or selling food, all relevant food health and hygiene legislations and regulations. THE HIRER shall remove all food and waste from the premises at the end of the hire. The HIRER must supply and remove all tea towels.

7. Electrical Appliance Safety: The HIRER shall ensure that any electrical appliances brought in by him onto the premises and used there, are safe and in good working order, and used in a safe manner. All electrical circuits are protected by a residual current circuit breaker under the terms of the premises' license. HIRERS may not bring any electrical heating appliance into the Hall, or any propane/butane gas appliances.

8. Indemnity: The HIRER shall indemnify and keep indemnified each of the Trustees, their employees, agents and invitees against-

a) for the cost or repair of any damage done to any part of the property including the curtilage thereof or the contents of the buildings,

b) all claims in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the HIRER. The HIRER shall be responsible for making arrangements to insure against any third party claims, which may lie against him or her (or the organisation if acting as a representative) whilst using the Premises. (The Trustees is insured only against claims arising out of its own negligence).

Professional companies using the Hall staging must be covered by their own insurance against claims of damage and injury and must indemnify the Trustees in writing, giving their insurance details prior to any event.

9. Accidents and Dangerous Occurrences: The HIRER must report all accidents involving injury to the public to a member of the TRUSTEES as soon as possible and complete the Hall Accident Book. Any failure of equipment belonging to the Premises or brought in by the hirer must also be reported as soon as possible. Certain types of accident or injury must be reported on a special form to the Local Authority. The Booking Clerk may assist in completing this form. This is in accordance with the Executive Report of Injuries, Disease and Dangerous Occurrences Regulation 1995.

10. Animals: The HIRER shall ensure that no animals or birds, except guide dogs, are brought into the Hall, other than for a special event agreed to by the Trustees. No animals whatsoever are to enter the kitchen at any time.

11. Compliance with the Children Act: The HIRER shall ensure that any activities for children under eight years old comply with the provisions of The Children Act 1989 and that only fit and proper persons have access to the children.

12. Fly Posting: Fly Posting or any form of unauthorised advertising may lead to prosecution by the Local Authority. The HIRER shall indemnify the Trustees accordingly against all action, claims and proceedings arising from any breach of this condition.

13. Sale of Goods: The HIRER shall if selling goods on the premises comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, the HIRER shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

14. Cancellation: If the HIRER wishes to cancel the booking 7 days or LESS before the date of the event, the Hiring Fee is not refundable and the full cost of the hire may be payable.

15. Cancellation: The TRUSTEES reserve the right to cancel or offer to amend dates during 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, **or for any other reason** which the TRUSTEES deem appropriate, in which case the HIRER shall be entitled to a refund of any monies already paid. We will endeavor to give as much notice as possible, but a minimum of 7 days notice would be given, unless an emergency situation arises.

16. Unfit for Use: In the event of the Hall or any part thereof being rendered unfit for the use for which it has been hired, the TRUSTEES shall not be liable to the Hirer for any resulting loss or damage whatsoever.

17. Refusal of Booking: The TRUSTEES reserve the right to refuse a booking without notice or to cancel this hiring agreement at any time either before or during the terms of the agreement upon giving 7 (seven) days notice in writing to the hirer. The HIRER shall be entitled upon such notice to reimbursement by the Trustees of such monies, including the deposit or a proportion of the same as have been paid by the hirer to the Trustees, who shall not be liable to make any further payment to the Hirer.

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 the TRUSTEES shall be at liberty to make an additional charge.

19. Noise: The HIRER shall ensure that the minimum of noise is made on arrival and departure.

**THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS WILL APPLY TO THOSE HIRING THE HALL FOR LARGE EVENTS, PERFORMANCES, COMMERCIAL HIRING, AND THOSE REQUIRING STAGING AND AUDIENCE SEATING**

To comply with Licensing Act, 2003 and the Community Hall Premises License

20. The HIRER hereby acknowledges receipt of a copy of the conditions of the Premises License

21. The HIRER, not being a person under 18 years of age, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions of the Premises Licence relating to management and supervision of the premises are met.

22. The HIRER acknowledges that he/she has received instruction in the following matters:

The action to be taken in the event of fire. This includes calling the Fire Brigade and evacuating the Hall.

The location and use of fire extinguishers..

Escape routes and the need to keep them clear at all times.

Method of operation of escape door and fastenings.

Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.

23. In advance of the entertainment or play the HIRER shall check the following items:

That all fire exits are unlocked and panic bolts in good working order.

That all escapes routes are free of obstruction and can be safely used.

That any fire doors are not wedged open.

That the exit signs are illuminated.

That the location and instructions on operating of the fire alarm are known.

The there are no obvious fire hazards on the premises.

24. There shall, in addition to the HIRER, be a minimum of 2 competent attendants on duty on the premises to assist people entering and leaving, none of whom shall be less than 18 years of age. If most of the audience is under 16, the number of attendants shall be not less than 3. All persons on duty shall have been instructed as to their essential responsibilities in the event of fire or other emergencies, including attention to disabled persons, the location and use of the fire fighting equipment available, how to call the fire brigade and evacuation procedure.

25. Capacity: The maximum number of persons to be permitted on the premises shall not exceed 50 in the Dorothy Granger Room and 250 in the Millennium Hall, but no more than 300 in the entire premises at any one time. When there is a seated audience for a performance, the maximum number of persons permitted on the premises shall not exceed 150.

All seating shall be linked, either by the loops on the chair legs or separate links

stored in a container on the bar. Aisles must be provided between blocks of seating, with a maximum of 10 chairs per row.

26. Means of Escape: all means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.

27. Emergency Lighting: The emergency lighting supply illuminating all exit signs and routes is showing at all times, including mains power failures.

28. Outbreaks of fire: The Fire Brigade shall be called to any outbreak of fire, however slight, and details there shall be given to the Bookings Secretary.

29. Dangerous Performances: Performances involving danger to the public shall not be given.

30. Explosives and Flammable Substances: Highly flammable substances shall not be brought into, or used in any portion of the premises. No naked flames-candles, lighters etc. are permitted in the building. The use of smoke, dry ice, etc is not permitted as they trigger the smoke alarms.

31. No internal decorations of a combustible nature (eg polystyrene, cotton wool) shall be put up.

32. Heating: No unauthorised heating appliances shall be used on the premises when open to the public. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

33. Hours of Opening: The premises shall not be used for public entertainment except between the hours of 8.00am and 11.30pm (10.30 on Sundays) unless special permission has been granted by Mid Devon District Council issuing a Temporary Entertainments Notice and by the Trustees.

34. Hall Staging: The use of the hall staging by professional companies is not covered by the Hall insurance. Companies using the staging must be covered by their own insurance and must indemnify the Trustees in writing before the performance against claims or damage.