

STANDARD CONDITIONS OF HIRE FOR LAMORNA VILLAGE HALL LAMORNA TR19 6XN

(version 1.7.23)

These Standard Conditions apply to all hirings of the Hall. The 'Hall' shall include the hall building, outside areas and car park.

A copy of the Hall's Premises Licence is on display in the entrance hall. Note that it prohibits the hire of the Hall to anyone under the age of 18 years.

1. Supervision: The Hirer shall, during the period of the hire, 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 obstructions of the highway. The Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

2. Use of premises: The Hirer shall not use the premises for any purpose other than that described on the signed Booking Form and shall not sub-let 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 anything on to the premises which may endanger the same or render invalid any insurance policies, nor allow the consumption of alcohol thereon without written permission. The Hall operates a strictly no smoking policy throughout.

3. Hire Periods: (see also Special Condition below)

- Morning letting between 09:00 and 13:00
- Afternoon letting between 13:00 and 18:00
- Evening letting between 18:00 and 24:00

Hiring can cover more than one letting period.

4. Licences: The Hall has a Premises Licence, but does not have an open Alcohol Licence. The Hirer shall be responsible for obtaining such licences as may be needed whether for the sale or supply of alcohol, or in respect of public performances not covered by the Premises Licence, and provide the Booking Officer with a copy of such licences before the hiring commences.

5. 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.

6. Charges: Charges are as may be agreed with the Booking Officer, and are payable in advance to the Booking Officer

The Hirer is required to leave the Hall clean and tidy so a full weekend hire period needs to allow time for clearance.

For general hire of the Hall, electricity, broadband, use of tables and chairs, stage, central heating, use of kitchen, car park and other outdoor space are included in the hire.

The hire fee is due for payment before the event for which the premises are hired and no booking will be confirmed until the complete Booking Form, signed Conditions of Hire and fees due are received by the Bookings Officer. All cheques must be payable to Lamorna Village Hall. We are also able to take debit card payments on site, and to receive online bank transfers.

7. Car Park: The Hirer is entitled to use of the Lamorna Village Hall car park for the duration of the hire agreement. No liability is accepted by the Committee for any loss, damage or personal injury resulting from such use of the car park. Should the car park become fully occupied, the Hirer's attention is drawn to the need to observe any parking restrictions in the adjoining road and to avoid obstructing (i) the road to passing traffic and (ii) adjoining entrances.

8. 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 entertainment or stage plays, at which alcohol is sold or provided, or which is attended by children. In advance of, and during the hire session, the Hirer shall ensure the following:

- That they have familiarised themselves with the locations of fire exits and emergency evacuation procedures
- That all fire exits are unlocked and panic bolts in good working order.
- That all escape routes are free of obstruction and can be safely used.
- That any fire doors are not wedged open.
- That the emergency exit signs are illuminated during the time the premises are occupied.
- That there are no obvious fire hazards on or brought into the premises.

A Fire Risk Assessment for the known hazards has been carried out on behalf of the Management Committee and is available for inspection. No decorations are to be put up near light fittings or heaters. The Hirer shall also ensure that no unauthorised heating appliances shall be used on the premises. The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Safety Officer of the management committee at the earliest opportunity. The Hall must be vacated in an orderly manner using the appropriate exits indicated.

9. Health and Hygiene: The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. Please note: absolutely no food should be left out overnight.

10. Electrical Appliance Safety: The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the manufacturer's instructions and the Electricity at Work Regulations 1989 (together with any subsequent amendments). The Hall's Management Committee accepts no liability for accidental injury caused by a third party's electrical equipment.

11. Indemnity: The Hirer shall indemnify and keep indemnified each member of the Hall's Management Committee and the Hall's employees, volunteers, agents and invitees against: (a) the cost of repair of any damage done to any part of the premises including the curtilage and field or the contents of the premises; (b) 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 premises (including the storage of equipment) by the Hirer, and (c) all claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the premises by the hirer. The Hirer shall take out adequate insurance to insure themselves and members of their organisation and invitees against 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 Hall's Bookings Officer. Failure to produce such policy and evidence of cover will render the hiring void and enable the Hall's Bookings Officer to rehire the premises to another hirer.

12. Accidents and Dangerous Occurrences: The Hirer must report all accidents involving injury to the public or failure of equipment belonging to the Hall to a member of the Hall's Management Committee as soon as possible and complete the Hall's accident book, which is located in the kitchen.

13. Animals: The Hirer shall ensure that no animals (including birds), except assistance dogs, are brought into the premises, other than for a special event agreed to by the Hall's Management Committee. No animals whatsoever are to enter the kitchen at any time.

14. Drunk and Disorderly Behaviour and Supply of Illegal Drugs: The Hirer shall ensure that, in order to avoid disturbing neighbours to the Hall and avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. No illegal drugs may be brought onto the premises.

15. Compliance with the Children Acts 1989 and 2004: The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Acts 1989 and 2004 and that only fit and proper persons

who have passed the appropriate Criminal Records Bureau checks have access to the children (checks may also apply where children over eight and vulnerable adults 7 are taking part in activities). The Hirer shall provide the Hall's Management Committee with a copy of their Child Protection Policy on request. The Hirer shall also ensure they have read and agree to the Hall's Safeguarding Policy, a hard copy is kept in the Hall [please note that by completing this form you agree to abide by the Safeguarding Policy].

16. Cancellation: If the Hirer wishes to cancel the booking before the date of the event and the Hall is unable to conclude a replacement booking, the question of payment or repayment of the fee shall be at the discretion of the Hall's Management Committee. If the Hirer cancels the booking within one week of the event, however, the sum of 50% of the hire fee will remain payable to cover administration costs and potential lost revenue. The Hall reserves the right to cancel the hiring by written notice to the Hirer in the event of:

- a. the premises being required for use as a Polling Station for an election;
- b. the Hall's Management Committee reasonably consider that (i) such hiring might lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place on the premises as a result of this hiring;
- c. the premises becoming unfit for the use intended by the Hirer;
- d. an emergency requiring use of the premises as a shelter for the 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 monies already paid but the Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

17. End of Hire: The Hirer shall be responsible for leaving the Hall and surrounding area in a clean and tidy condition, turning off the heating and lights, closing all shutters and locking outside doors, removing all rubbish, cleaning and replacing any tables and chairs used to their storage positions, properly locked and secured (to include replacement of the chain across the car park entrance), and any contents temporarily removed from their usual positions properly replaced. Otherwise the Hall shall be at liberty to make an additional charge for cleaning/clearing up at a charge of £20 per hour. NB If a booking runs until midnight on the final day of hire, please note it is the Hirer's responsibility to book & pay for extra hours or an extra half day hire to enable cleaning if it is impractical to do at the end of their event. Any recyclables to be removed from the premises by the Hirer. Only 'small party' waste (i.e. what reasonably fits into 'one' wheelie bin) can be left on site. Any larger amounts of rubbish, e.g. from a bigger weekend event, are to be removed by the Hirer.

18. 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. Noise levels during the hiring should be kept within legal limits so that they do not interfere with surrounding neighbours.

19. Personal Equipment: The Hall's Management Committee accepts no responsibility for personal property or equipment brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All other equipment and other property must be removed at the end of each hiring or fees will be charged for each day or part day at the hire fee per hiring until the same is removed, unless prior permission has been obtained.

20. No Alterations: No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of the Bookings Officer, acting on instructions from the management committee. Any alterations, fixture or fitting or attachment so approved shall at the discretion of the Hall's Management Committee remain in the premises at the end of the hiring and become the property of the Hall unless removed by the Hirer who must make good to the satisfaction of the Hall's Management Committee at the Hirer's own expense any damage caused to the premises by such removal.

No Blutac, Sellotape or similar products may be used on any part of the Hall, and no pins, nails, screws or other implements may be used to secure any items to the walls, doors, picture rails or any part of the Hall.

21. No Rights: The hiring agreement contributes permission only to use the premises and confers no tenancy or other right of occupation to the Hirer.

22. Opening and Closing the Hall: The Hall will be opened for hiring by the Bookings Officer and will be closed for the Hirer at the time indicated, unless a key has temporarily been assigned to the Hirer, which they have confirmed by signing the key register held by the Bookings Officer. This key should be returned to the Bookings Officer at the end of the hire period. Please ensure that outside caterers, contractors and bar staff are aware of the hire period and that they will not be able to enter before or leave after the hire period, unless by prior arrangement.

23. Safety Procedures when Hiring the Hall: The Hirer is responsible for familiarising themselves with the exact location of the nearest telephone, fire exits and fire extinguishers before the village hall is occupied, and the manner of opening Fire Doors should be made known to invitees, as well as the location of the Fire Assembly Point in the car park to the left of the Hall. The Hirer must ensure all emergency exit doors are kept clear at all times. The Hirer is responsible for raising the alarm, supervising evacuation, including for ensuring that those less able are given appropriate assistance, and for reporting incidents/accidents/potential hazards to the Hall's Bookings Officer as soon as possible so that problems can be dealt with quickly. A copy of the Hall's Health and Safety Policy is located in the Hall's Important Information file (green ring binder), located in the Hall kitchen. The Hall has no telephone landline, and there is only limited mobile connectivity outside. Calls may, however, be made via the hall's broadband connection, and there is a public telephone kiosk in the hall car park.

24. Heating Please do not adjust individual radiators/heaters or adjust the boiler.

25. Consideration of Others: Hirers should ask guests to leave quietly at the close of the hire session. Car doors banging and loud talk in the car park or the highway are disturbing to local residents. Please do not use drawing pins, tacks or sellotape on the walls or other surfaces.

26. TV licence Please note that the Hall does not have a television licence. Also the Hirer will be responsible for securing any relevant authorisation to show films.

Special Conditions

These Special Conditions of Hire include provisions required to comply with the Premises Licence issued under the Licensing Act 2003 and apply to all events at which regulated entertainment or the sale of alcohol takes place. The Hirer hereby agrees to comply with the following conditions:

1. Hours of Opening: the premises shall not be used for licensable activities except between the hours of 9:00 am and 11:00 pm unless special permission has been issued by Cornwall Council or any other authorised licensing authority and by the Management Committee.

The Premises Licence specifically limits the permitted times of certain activities as follows:

Performance of Plays (indoors only) 11:00 – 23:00

Exhibition of Films (indoors only) 11:00 – 23:00

Live Music 11:00 – 23:00

Recorded Music (indoors only) 10:00 – 23:00

Performance of Dance (indoors only) 10:00 – 23:00

Supply of alcohol (for consumption on the premises, and licence permitting) 11:00 – 22:30

2. Capacity and Supervision: there shall, in addition to the Hirer, be a minimum of two competent attendants on duty on the premises to assist people entering and leaving, none of whom shall be less than 21 years of age. If most of the audience is under 16, the number of attendants shall be not less than four. All persons on duty should be instructed as to their essential responsibilities in the event of fire or other emergencies, including attention to disabled persons, the location and use of firefighting equipment available, how to call the Fire Brigade and evacuation procedures. **The number of people in the main hall area of the premises shall not exceed 60 persons standing or not more than 45 seated.**

3. Age of The Hirer: the Hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge of and being present 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. Children under 18 are allowed to be on the premises but must be accompanied by a responsible adult.

4. Dangerous and Unsuitable Performances: performances involving danger to the public, or of a sexually explicit nature, shall not be given.

5. Film Shows: Children and young people shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification.
6. The use of bouncy castles is not permitted.

TO BE COMPLETED BY THE HIRER

I/we have read and understood the Hall's above Standard Conditions of Hire of Lamorna Village Hall (version 1.7.23) and agree to abide by them, and pay for any damages that occur during the period of hire. As Hirer, I agree to read and comply with the Hall's policies, which have been drawn to my attention.

By signing this agreement, the Hirer acknowledges the content of the Safeguarding Policy and agree to abide by its terms and conditions.

Signed by the Hirer

Date:

Signed:

Printed name:

Address:

Contact telephone number(s) / email address:

Countersigned by the authorised representative on behalf of the Hall:

Printed name:

Emergency contact number:

Date: