

DOLTON & DOWLAND VILLAGE HALL
STANDARD CONDITIONS OF HIRE

1. General

(1) In these Conditions—

- (a) “the Village Hall” is the building known as Dolton & Dowland Village Hall, South Street, Dolton, and the parking areas and other land belonging to it;
- (b) “the Committee” is Dolton & Dowland Village Hall Committee, Registered Charity № 300816, which manages the Village Hall according to the terms of a Governing Document, a copy of which may be obtained free of charge from the secretary to the Committee (or go to www.dolton.org, and follow the link to “Dolton & Dowland Village Hall”);
- (c) “the Hirer” is the person or organization agreeing with the Committee to hire the Village Hall, or a specified part or parts of it, in accordance with these Conditions;
- (d) “the Application Form” is the form of Application for Hire of Premises required by Condition 5;
- (e) “the Hiring” is the arrangement agreed between the Hirer and the Committee;
- (f) “the Premises Hired” are the subject matter of the Hiring;
- (g) “the Contents”, are the furniture and equipment belonging to the Committee which are normally kept in the Premises Hired;
- (h) “the Facilities” are the sanitary facilities associated with the Premises Hired, the means of access from the highway and (to the extent necessary for the Hiring) the parking areas belonging to the Village Hall ; and
- (i) “the Agent” is the caretaker of the Village Hall, or such other person as may be appointed by the Committee to represent the Committee in any dealings with the Hirer.

(2) At the Committee’s discretion, the Village Hall may be hired as a whole or in specified parts, namely the main hall and/or small hall (or committee room), with or without the kitchen, by any person of full age and capacity, or by any lawful organization, for any purpose consistent with clauses 14 and 15 of the Governing Document.

(3) The Hiring entitles the Hirer to use the Premises Hired and the Contents for the period and for the purpose recorded on the Application Form, together with the Facilities.

(4) These Conditions incorporate the current Fire Risk Assessment for the Village Hall and any revision of it, and, subject to any special conditions which may be agreed in writing between the Committee and the Hirer, they govern the Hiring.

2. Scope of the Hiring

(1) The Hiring shall authorize the use of the Premises Hired, the Contents and the Facilities, by the Hirer and by any person lawfully invited by the Hirer into the Premises Hired (whether for payment or not), for the period and purpose of the Hiring.

(2) If the Premises Hired are part only of the Village Hall and the Hiring coincides with or overlaps with the hiring of any other part of it by another hirer, or its use by the Committee, the Hirer’s right to use the Facilities and any entrance doors shall be limited so as not to impede or conflict with their use by such other hirer, or by the Committee.

3. Duration of the Hiring

The Hiring shall begin at the time agreed for the Hirer to begin using the Premises Hired, including use for any necessary preparation, and shall end at the time agreed for the Hirer to cease using the Premises Hired (leaving them, together with the Contents, intact and in the state required by Condition 9(4)(a) and (b).)

4. Charge(s) for the Hiring

(1) The basic fee for the Hiring shall be the sum set by the Committee from time to time as appropriate to be charged for the Premises Hired.

(2) If the purpose of the Hiring involves the use of electrically powered equipment in the Premises Hired the Committee may make such supplementary charge for that as it considers reasonable.

(3) At the Committee's discretion, it may require a deposit to be paid on acceptance of a booking, and if it does so the deposit shall be noted on the Application Form and retained by the Agent, and shall count towards the full charge(s) for the Hiring, unless forfeited under Condition 15(2).

5. Record of the Hiring

In every case the terms of the Hiring and its duration and purpose shall be recorded on the Application Form, which shall be signed by or on behalf of the Hirer, countersigned and retained by the Agent; and the Hirer shall be entitled to a copy of the Application Form free of charge.

6. Key to the Village Hall

(1) To facilitate the Hiring the Agent shall provide the Hirer with a key to the Village Hall beforehand, and the Hirer shall sign for it.

(2) At the end of the Hiring the Hirer shall surrender the key to the Agent, or to such other responsible person as the Committee may nominate for that purpose, and the Agent or nominated person shall sign for it.

(3) A repeated user of the Village Hall or part of it may designate a person over the age of 18 years approved by the Committee or the Agent as a keyholder, who may retain the key while acting in that rôle and must surrender it to the Agent or nominated person on ceasing to do so (or, if the user is an organization, on the termination of activities of the user, or the winding up or dissolution of the user), and the Agent or nominated person shall sign for it.

7. Warranties of fitness for purpose

(1) The Committee warrants that, so far as is reasonably practicable, it has ensured that the Premises Hired, the Contents and the Facilities are reasonably fit for the general purposes set forth in clauses 14 and 15 of the Governing Document, but, subject to that general warranty, does not warrant their fitness for any particular or special purpose of the Hirer or of the Hiring.

(2) The Hirer warrants that the Hirer has inspected the Premises Hired, the Contents (so far as is reasonably practicable) and the Facilities and has found them to be sound and reasonably fit for the purposes, including any particular or special purpose, of the Hirer and of the Hiring.

8. Use of the Premises Hired, etc

(1) References in this Condition to the law are references to any Act of Parliament or subordinate legislation for the time being in force, or any rule of common law.

(2) The Hirer shall not use the Premises Hired, the Contents or the Facilities, or permit or allow the same to be used—

- (a) for any activity other than that necessary for or reasonably incidental to the purpose for which the Hiring was entered into;
- (b) by any other person, not being a lawful invitee of the Hirer or agent of the Hirer (engaged bona fide for the purposes of any such activity);
- (c) after the latest hour in any day agreed for the Hiring, as recorded on the application form;
- (d) for any unlawful purpose, including (therefore not limited to):
 - (i) smoking,
 - (ii) the supply or use of any substance prohibited by the law,
 - (iii) any activity which may cause nuisance or annoyance to any person, including nuisance by noise,
 - (iv) any form of gambling betting or lottery contrary to the law,
 - (v) any activity in contravention of the law of copyright or the law relating to any other form of intellectual property,
 - (vi) any activity in contravention of the law relating to children,
 - (vii) any activity in contravention of the law relating to health and safety at work etc, food safety, electrical safety, fire safety, the control of substances hazardous to health or cognate concerns, or
 - (viii) any activity in contravention of the law relating to trading standards, consumer protection or comparable regulated activities;
- (e) for the sale or supply of any alcoholic liquor without the prior written approval of the Committee (which may be signified by the Committee's acceptance of a booking, the Hirer having declared on the application form the intention lawfully to sell or supply of alcoholic liquor during the Hiring), or otherwise than strictly in accordance with the law relating to the supply or sale of intoxicating liquor; or
- (f) otherwise than in accordance with any restriction on numbers of persons attending any gathering in the Premises Hired or the Village Hall which may be imposed by the law relating to the use of the Premises Hired or the Village Hall (with which the Hirer is deemed to be familiar).

(3) The Hirer shall ensure that no heating appliance other than those forming part of the Contents shall be used in the Premises Hired, and that the components of any displays, scenery or any other structure or article brought into the Premises Hired by or on behalf of the Hirer are made of fire-resistant or retardant materials.

(4) The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the Premises Hired, otherwise than for the purposes of a particular event agreed to by the Committee; and no animals whatsoever shall be admitted into the kitchen at any time.

(5) In any event, the Hirer shall not do anything, or bring into the Premises Hired or the Village Hall anything, which might endanger the Village Hall or any person, render void any insurance policy maintained by the Committee in respect of the Village Hall, the Contents or public liability (which may be inspected on request), or damage the reputation of the Committee or the Village Hall.

9. Supervision and further responsibilities

Throughout the Hiring—

(1) the Hirer shall diligently supervise or cause to be thus supervised any activity of whatever kind carried on in the Premises Hired, and (so far as is necessary and reasonably practicable, in connection with the Hiring) on the highway in the immediate vicinity of the Village Hall;

(2) the Hirer, as occupier of the Premises Hired within the meaning of the Occupiers' Liability Act 1957, shall be subject to the common duty of care imposed by the Act on occupiers—

- (a) as regards anything done or permitted or omitted to be done in the Premises Hired by or on behalf of the Hirer, and
- (b) as regards the condition of the Premises Hired during the Hiring (save to the extent that the Committee shall have accepted responsibility for it);

(3) the Hirer shall observe such operating rules applicable in the Premises Hired as the Committee may have advertised from time to time before the Hiring (the provision of a copy of such rules with these Conditions being sufficient advertisement);

(4) the Hirer shall be responsible for—

- (a) the good decorative repair and condition of the Premises Hired and the Contents (ensuring that the Premises Hired are in as good condition at the end of the Hiring as they were in before the Hiring, and ensuring that the Contents remain in the Premises Hired unless the Committee authorizes their removal, in which case returning them to their usual positions by the end of the Hiring, clean and ready for use),
- (b) the cleanliness of the Premises Hired and the Facilities and their freedom at the end of the Hiring from refuse generated by the Hiring or discarded objects or materials arising therefrom, and
- (c) the behaviour of all persons using the Premises Hired and the Contents, whatever their age or capacity,

and shall peaceably eject from the Premises Hired any person guilty of drunkenness (with due consideration for the neighbourhood), and report to the police forthwith any violent, abusive, threatening or indecent behaviour on the part of any person in or in connection with the Premises Hired.

10. Storage of belongings of repeated users

If the Hirer is a repeated user of the Village Hall, or part of it, and accustomed from time to time with the Committee's consent to keep equipment in the storage cupboard adjoining the small hall, the Hirer acknowledges—

(1) that such storage of equipment is at the Hirer's own risk and is allowed by the Committee for the Hirer's convenience only, and that the Committee may require it to be removed at any time; and

(2) that such equipment must be kept in the space in the cupboard allocated to the Hirer by the Agent, clear of any space in the cupboard used likewise by any other repeated user, or by the Committee;

and any dispute over the use of any such space shall be settled by the Agent or by such other person as may be nominated for that purpose by the Committee, whose decision shall be final.

11. Disclaimer

The Hirer acknowledges the terms of the Notice of Disclaimer displayed in the Village Hall, and agrees that they apply to the Hiring as if they were set out in full in these Conditions.

12. Safeguarding the Premises Hired and the Village Hall

At the end of the Hiring, as defined in Condition 3, before surrendering the key to the Village Hall as required by Condition 6(2) the Hirer shall—

- (1) ensure that such of the operating rules referred to in Condition 9(3) as affect health or safety have been complied with ;
- (2) check the Premises Hired and the rest of the Village Hall (jointly with the hirer or user of any other part of it, if appropriate) for potential fire risks,
 - (a) eliminating any potential fire risks which can readily be eliminated, and notifying the Agent immediately of any action taken, and
 - (b) notifying the Agent of any potential fire risks discovered which cannot readily be eliminated;
- (3) ensure that every water tap in the Premises Hired and/or in the Facilities is fully turned off;
- (4) ensure that every electrical appliance in the Premises Hired is switched off at the power point immediately serving it, and that all lighting save the emergency lighting is switched off; and
- (5) ensure that all windows and doors of the Village Hall are shut and locked.

13. Indemnity

The Hirer indemnifies the Committee and each member of the Committee against the following, insofar as they may arise out of or in connection with the Hiring:—

- (1) Any loss or damage to the Village Hall, the Premises Hired, the Contents or the Facilities, and any legal costs incurred in connection therewith.
- (2) Any loss or damage which may be sustained by any person for personal injury or damage to or loss of property in or about the Village Hall or the Premises Hired, or in connection with the Hiring, including storage costs, and any connected legal costs.
- (3) Any loss or damage which may be sustained by any other person in the vicinity of the Village Hall and which may reasonably be attributed to any conduct of the Hirer during or in connection with the Hiring, for personal injury, nuisance, trespass or damage to or loss of property, including storage costs, and any connected legal costs.

14. Reporting of accidents and dangerous occurrences, etc

As soon as possible, and in any event within 12 hours of its occurring, the Hirer shall report to the Agent (or, if different, any person appointed by the Committee for the purpose), in writing or by telephone to the number given on the application form—

- (1) any accident or dangerous occurrence in connection with the Hiring involving injury to any person in the Premises Hired or the Village Hall, or a significant risk thereof; and
- (2) any failure during the Hiring of equipment belonging to the Committee.

15. Cancellation by the Hirer

The booking for any Hiring may be cancelled by the Hirer—

- (1) without forfeiting any deposit paid, up to 3 months beforehand ;
- (2) between 3 months and one month beforehand, forfeiting any deposit paid ; and
- (3) at any later time, the full charge for the Hiring being due notwithstanding ;

but in its absolute discretion the Committee may in a proper case relax any requirement under (2) or (3) ; and any such cancellation shall be communicated to the Agent (or, if different, any person appointed by the Committee for the purpose), either in writing or by telephone to the number given on the application form.

16. Cancellation by the Committee

The Committee may cancel the Hiring by written notice to the Hirer (or orally, if there is insufficient time for written notice) in the event that—

(1) the Premises Hired are required for use as a Polling Station in a parliamentary or local government election or by-election, or for a referendum ;

(2) the Premises Hired are required for use by any public authority in an emergency, or for any other reason are declared by any such authority to be unavailable for use by the public ;

(3) the Committee has reasonable cause to suppose that the Hiring might lead to a breach of the law ;

(4) the Premises Hired or the Village Hall become unfit for the use intended by the Hirer; or

(5) any unforeseen event occurs which renders the Premises Hired, the Village Hall or the Facilities unavailable or not reasonably usable ;

and in any such case the Hirer shall be entitled to a refund of any deposit paid, but the Committee shall not be liable to the Hirer for any resulting direct or indirect loss or damage of whatever kind sustained by the Hirer or any person connected with the Hirer.