

Steppingley Village Hall and Village Pavilion - Standard Conditions of Hire

These standard conditions apply to all hiring of the village hall or the village pavilion (“the premises” as appropriate). If the Hirer is in any doubt as to the meaning of the following, the SVA should immediately be consulted.

1. Parties to the agreement

1. Steppingley Village Hall (registered charity number 300070) (in the case of the village hall) or Steppingley Recreational Association (registered charity number 300070-1) (in the case of the village pavilion), acting by their management committee known as the Steppingley Village Association (“SVA”).

2. The person whose details are provided in the booking request form (“Hirer”).

2. Period of hire and departure

The premises are available to the Hirer between the hours booked only. The Hirer must vacate the premises no later than the end time for the session.

3. Supervision

The Hirer shall, during the period of the hiring, be present and be responsible for

1. supervision of the premises, the fabric and the contents

2. their care, safety from damage however slight or change of any sort

3. 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.

As directed by the SVA, 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.

4. Use of Premises and capacities

The Hirer shall not use the premises for any purpose other than that described in the booking request form 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 nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission from the SVA.

The Hirer shall not permit or cause the premises to be used in excess of their capacities namely:

1. Village Hall, 41 seated and 81 standing
2. Village Pavilion, 44 seated and 90 standing

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. Licences

The Hirer shall ensure that the appropriate Premises Licence is in place if any regulated entertainment or licensable activities will take place. Such activities include the performance of plays; the exhibition of films; indoor sporting events; boxing or wrestling entertainment; the performance of live music; the playing of recorded music; the performance of dance; making music; dancing; entertainment similar to those above; the provision of hot food/drink after 11pm; the sale of alcohol.

The SVA does not have a licence with the Performing Rights Society for the performance of copyright music or other works.

The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to the consumption of alcohol.

7. 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 constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children.

The Hirer acknowledges that they are aware of the following matters:

1. The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
2. The location and use of fire equipment.
3. Escape routes and the need to keep them clear.
4. Method of operation of escape door fastenings.

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

In advance of the use of the premises, the Hirer shall conduct a risk assessment for the intended use of the premises 6. 7. 8. 9. 10. and ensure the following in particular:

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 exit signs are visible.

That there are no obvious fire hazards on the premises.

8. Means of Escape

1. All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.

2. Any emergency exit signs must be kept visible during the whole of the time the premises are occupied.

9. Outbreaks of Fire

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the SVA.

10. Health and Hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In

particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with all applicable temperature control legislation. The premises are provided with a refrigerator but not a thermometer.

11. 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 Electricity at Work Regulations 1989. Where a residual circuit breaker is available the hirer must make use of it in the interests of public safety.

12. Indemnity

The Hirer shall indemnify and keep indemnified the SVA and each member of the SVA management committee and the SVA's employees, volunteers, agents and invitees against

1. the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises
2. all claims, losses, damages and costs in respect of damage or loss of property or injury to persons arising in connection with the use of the premises (including the storage of equipment) by the Hirer, and
3. all claims, losses, damages and costs suffered or incurred as a result of any damage or nuisance caused to a third party in connection with the use of the premises by the Hirer.

The Hirer shall take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against the Hirer's liability under this paragraph 12 and 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 SVA.

The SVA is insured against any claims arising out of its own negligence.

13. Accidents and Dangerous Occurrences

The hirer must take note that no first aid kit is available on the premises. The hirer accepts responsibility for first aid arrangements during the period of the hire.

The Hirer must report all accidents involving injury to the SVA as soon as possible and complete the relevant section in the SVA's accident book. Any failure of equipment belonging to the SVA 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 SVA will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

14. Explosives and Flammable Substances

The hirer shall ensure that

1. highly flammable substances are not brought into, or used in any part of the premises or its curtilage and that

2. no internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the SVA.

3. no decorations are to be put up near light fittings or heaters.
4. No fire is lit upon the premises.

15. Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the SVA. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

16. Drunk and Disorderly Behaviour and Supply of Illegal Drugs

The Hirer shall ensure that in order to avoid disturbing neighbours to the premises 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. Alcohol shall not be served to any person suspected of being drunk or to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises. No illegal drugs may be brought onto the premises.

17. Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, unless agreed in advance by the SVA. No animals whatsoever are to enter the kitchen area at any time.

18. Compliance with The Children Act 1989

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons who have passed the appropriate Disclosure and Barring Service checks have access to the children (checks may also apply where children over eight and vulnerable adults are taking part in activities).

19. Fly Posting

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and shall indemnify and keep indemnified the SVA and each member of the SVA's management committee accordingly against all actions, claims and proceedings arising from any breach of this condition.

20. 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.

21. Cancellation

The Hirer may cancel a booking on 7 days written notice to the SVA. Upon such cancellation the Hire Price shall be refundable (if already paid), less an administration charge of £10. If the Hirer wishes to cancel the booking upon less than 7 days notice, the Hire Price shall not be refundable and shall be payable in full. The SVA may, in its absolute discretion, elect not to charge all or part of the Hire Price or to refund part of the Hire Price, if already paid.

The SVA reserves the right to cancel this hiring by written notice at any time to the Hirer in the event of

1. the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election or European Community election.

2. the SVA reasonably considering that

1. such hiring is likely to lead to a breach of these terms and conditions, any relevant licensing conditions, or other legal or statutory requirements,

2. or unlawful or unsuitable activities will take place at the premises as a result of this hiring

3. the premises becoming unfit for the use intended by the Hirer

4. 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 fee already paid, but the SVA shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

22. End of Hire

The Hirer shall leave the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise. The Hirer shall ensure that

1. Any contents temporarily removed from their usual positions are properly replaced.

2. Glasses, cutlery and crockery are washed, dried and returned to their places of storage.
3. Surfaces are cleaned.
4. All food items are to be cleared away from the fridge.
5. Toilets are left clean.
6. Floors are swept and mopped.
7. Rubbish is bagged up and taken away.
8. All keys are returned to the key holder from whom they were collected.

If this condition 22 is not adhered to, the SVA will render, and the Hirer will pay a charge for cleaning and/or breakages and/or damage.

23. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night. No amplified music shall be played outside the premises at any time. The Hirer shall, if using sound amplification equipment, avoid excessive noise. The Hirer will ensure that any music shall not be played after 11pm and that the premises are vacated by 11.30pm, unless agreed in advance in writing with the SVA.

24. Stored Equipment

The SVA accepts no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property must be removed at the end of each hiring or

fees will be charged for each day or part of a day at the relevant Hire Price for the time that such equipment or property shall remain at the premises, until the same is removed.

25. No Alterations or damage to decoration

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 SVA. For example, no Cellotape, Bluetack, glue spot or pins shall be used. The Hirer may use the hooks provided. The Hirer must make good to the satisfaction of the SVA if any damage is caused to the premises.

26. No Rights

The agreement to hire the premises constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

None of the provisions of the agreement to hire the premises are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person other than the SVA and the Hirer.

27. Wifi

We have wifi installed in the village hall, but should the wifi signal go down or not work the SVA cannot be held responsible. The wifi is installed a complimentary service and as such not a paid for service.