

COAL ASTON VILLAGE HALL CIO

Registered Charity Number 1164059

(CAVHcio)

CONDITIONS OF LETTING [V11]

(To be retained by the Hirer)

NOTE: Under UK legislation, the Village Hall is a designated No Smoking building

An account for the total hiring charge will be sent to the Hirer as confirmation of the booking. This account should be paid within seven days prior to the date of the function. The hirer will be liable to pay the total hire charge if the booking is cancelled by him/her, except that if the cancellation occurs more than twenty-eight days prior to the date of the function the liability of the hirer will be limited to 50% of the total cost.

Intoxicating liquors shall be sold in the Hall ONLY by persons appointed by the CAVHcio Management Committee. If a bar is required, the Hirer should complete the Bar Booking Form and liaise with the Bar Provider, as advised.

When the Hirer elects to bring their own drinks (for private consumption and not for sale) permission shall be sought from the CAVHcio Management Committee. The Hirer is required to complete the "Request to bring drinks" Form and submit it with the completed Booking Confirmation Form. The CAVHcio Management Committee will provide a decision within seven working days.

The Hirer, not being a person under 21 years of age, will be responsible for ensuring compliance with the Law regarding the consumption and use of alcohol. Furthermore, alcoholic drinks shall not be sold, either directly for cash or by inflating the price of admission tickets or by any other means.

As described in section 6, the Hirer must designate a representative to be in charge of safety precautions during the letting. Furthermore, the Hirer must obtain instruction in fire safety precautions prior to the event commencing.

All setting-up and clearing-away procedures must be carried out within the hiring period.

Normally, the Hirer is expected to set out any required tables and chairs from the stock in the storeroom, and then return these at the end of the function. If the Hirer cannot carry this out due to physical difficulty, then advice should be sought by contacting the CAVHcio Management Committee through

cavh-messages@googlegroups.com

Standard Conditions of Hire

These standard conditions apply to all hiring of CAVHcio Management Committee premises. If the Hirer is in any doubt as to the meaning of the following, CAVHcio Management Committee should be consulted email - hallmaster-admin@meetings-cavh.org.uk Phone 01246 912464

1. Age

The Hirer, or their Representative, not being a person under 21 years of age, hereby accepts responsibility for being in charge of and present on the premises at all times when the public are present and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are met.

2. Supervision

The Hirer or their representative shall be responsible for ensuring that all conditions to comply with the Premises Licence, particularly those conditions relating to public safety, are strictly enforced.

The Hirer or their representative shall attend during the period of the hiring, and 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.

As directed by the CAVHcio Management Committee, 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. No screws or nails of any kind are to be driven into the floor or walls, nor are drawing pins, sellotape, blue tac or similar to be affixed to the walls or doors, for any purpose whatsoever. No decorations, drapes etc are to be hung from the recessed ceiling in the Main Hall. The lighting plinth is for decorative purposes only and has no structural capacity for taking additional weights. The hirer must make his/her own arrangements regarding the care of clothing etc left in the cloakrooms and the Management Committee will not be responsible for any damage, loss or theft.

3. Use of premises

The Hirer shall not allow the premises to be used for any purpose other than that described in the Hiring Agreement and shall not sub-let or use the premises nor 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.

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. Licensable activities

CAVHcio Management Committee holds appropriate PRS and PPL Music Licences. If other licences are required in respect of any activity in the premises, the Hirer should ensure that they or CAVHcio Management Committee hold the relevant licence.

6. Public safety compliance

The Hirer or their representative shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, the Hall's Fire Risk Assessment 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 shall also comply with the CAVHcio Management Committee Health and Safety policy. At the time of hire, the hirer shall appoint one person who has attained the age of 21 years to be in charge of Health & Safety & Fire precautions during the period of hire. This person must remain in the building during the letting of the Hall. For large public events, at least two attendants shall be on duty to assist persons in entering and leaving the Hall. Each attendant shall be instructed by the hirer in the safety precautions to be observed so far as those precautions relate to his duties and in the action to be taken by him in the event of fire or other emergency. Authorised Officers of the Fire Service shall have free access to all parts of the premises at any time when the function is in progress. The capacity of the Main Hall is limited to 150 persons. The Seminar and Meetings Rooms each have a capacity of up to 40 persons.

(a) The Hirer acknowledges that they or their representative expect to be given instruction in the following:

- The action to be taken in event of fire. This includes calling the Fire Service and evacuating the hall;
- The location and use of fire equipment;
- Escape routes and the need to keep them clear;
- Method of operation of escape door fastenings;
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.

(b) In advance of an 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 escape routes are free of obstruction and can be safely used;
- That any fire doors are not wedged open;
- That exit signs are illuminated;
- That there is no obvious fire hazard on the premises.

If any items under (b) are not effective the hirer must inform CAVHcio Management Committee without delay by phone 07870 166178

7. Means of escape

All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit. The seats in any room shall be so arranged as to allow free access to the exits.

8. Outbreaks of fire

The Fire Service shall be called on 999 to any outbreak of fire. Full details thereafter shall be reported / given to the CAVHcio Management Committee Secretary, email secretary@meetings-cavh.org.uk and in writing direct to the Village Hall address.

9. Health and hygiene

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

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 current Regulations. The stage lighting must only be operated by a competent person(s) approved by the CAVHcio Management Committee: any charge to be borne by the hirer. No equipment, such as walkie-talkies, shall be left on charge overnight.

11. Indemnity

The Hirer shall indemnify the CAVHcio Management Committee against all actions, claims, damages, costs, demands and expenses in respect of, loss of or damage to, goods or injury to persons on the premises of the hall, or entering or leaving the same, in connection with the purpose for which the hall is hired howsoever occurring or caused, which may be brought or awarded against, suffered, sustained or incurred by the CAVHcio Management Committee and occurring, or arising during the time the hall is being used, or prepared for use, by the hirer provided always that this indemnity shall not extend to any loss, damage or injury aforesaid caused solely by the negligent act or default of the CAVHcio Management Committee, its servants or agents.

12. Accidents and dangerous occurrences

The Hirer must report all accidents involving injury to the public to a member of CAVHcio Management Committee in person, or via cavh-messages@googlegroups.com as soon as possible, and complete the relevant section in the CAVHcio Management Committee accident book situated in the kitchen First Aid Cabinet. Any failure of equipment belonging to CAVHcio Management Committee must also be reported, as above, as soon as possible. Certain types of accident or injury must be reported. The Management Committee will give assistance in making this report. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

13. Explosives, flammable substances, and visual effects

The Hirer shall ensure that:

- (a) Highly flammable substances are not brought into, or used in any part of, the premises and that;
- (b) No internal decorations of a combustible nature (e.g. paper, celluloid, polystyrene, cotton wool) shall be erected without the consent of the CAVHcio Management Committee. No decorations are to be put up near light fittings or heaters. Any scenery, draperies, properties or decorations brought into the Hall shall be on either inherently flame-retardant material or be rendered so and maintained in this condition. No naked flames shall be permitted in the premises. Smoke and strobe lighting effects shall not be used unless approved in accordance with the premises licence.

14. 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 CAVHcio Management Committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

15. Drunk and disorderly behaviour and supply of illegal drugs

The Hirer or their representative shall ensure that in order to avoid disturbing neighbours and to 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.

16. Animals

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

17. Compliance with the Children Act 2004 and subsequent legislation, including work with vulnerable adults

The Hirer shall ensure that any public activities for children under eight years of age comply with the provisions of The Children Act of 2004 and subsequent legislation and that only fit and proper persons who have passed the appropriate Disclosure and Barring (DBS) checks have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Hirer shall provide the CAVHcio Management Committee with a copy of their DBS Check and Child Protection Policy on request.

18. Film shows

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film.

19. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the CAVHcio Management Committee is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the CAVHcio Management Committee. The Committee reserve the right to cancel this hiring by written notice to the Hirer. For example, this could occur in the event of the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election.

In any such case the Hirer shall be entitled to a refund of any deposit already paid, but CAVHcio Management Committee shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

The Management Committee reserves the right to refuse any application for use of the Hall, without giving reason, or to cancel any letting, in which event any fees will be refunded. Subject to this, all claims, statutory or otherwise, are excluded. Responsibility will not be accepted for any loss which the hirer may have or contend he/she has suffered as a result of the cancellation.

20. 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 and any contents temporarily removed from their usual positions properly replaced, otherwise CAVHcio Management Committee shall be at liberty to make an additional charge. Obligatory duties of the hirer/representative include returning tables and chairs to the storeroom. The Hall must be vacated by the agreed finishing time of any booking.

21. Noise

In order to ensure that the local neighbourhood is not disturbed by noise, the Hirer/representative shall ensure that the volume of any noise shall be such so that is not audible at the boundary of the nearest noise-sensitive premises. During any amplified musical entertainment, the Hirer/representative shall ensure that all external doors and windows are kept closed (other than for access and egress). Air conditioning is available in the Main Hall for maintaining a comfortable temperature. The licence holder or his/her representatives may monitor the noise to ensure compliance.

22. No rights

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

23. Dangerous and unsuitable performances

Performances involving danger to the public or of a sexually explicit nature shall not be given.

24. Safety of Chairs

Users should be aware that the chairs provided in the Village Hall are designed to safely bear a weight of 18 stones (114kg).

25. Charges

All charges are subject to review without notice.