



## Conditions of Hire

These standard conditions apply to all hiring of the Village Hall. If the Hirer is in any doubt as to the meaning of the following, the Village Hall Bookings Secretary should immediately be consulted.

**PLEASE BE AWARE THAT THE ENTIRE BUILDING IS A NON-SMOKING AREA.**

**NOTE THAT THERE IS NO PHONE ON THE PREMISES.** It is strongly recommended that hirers have a mobile phone available for their event.

### 1 The Hirer

The Hirer or the Hirer's Nominated Responsible Person, neither of whom 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, under this Agreement, relating to management and supervision of the premises are met.

### 2 Supervision

The Hirer shall, 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. As directed by the Village Hall's Bookings Secretary, 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.

### 3 Maximum Occupancy

The Hirer agrees not to exceed the maximum safe number of people per room which are as follows:

Room	Maximum Safe Occupancy	
Wimbush Room	Standing	55
	Seated	45
Lounge Bar	Seated	35
Main Hall	Standing	250
	Seated	150

### 4 Use of Premises

The Hirer shall not use the premises for any purpose other than that described in the Booking Agreement 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.

## 5 Shared Facilities

Where more than one function is taking place on the premises at the same time, Hirers shall ensure that their activities do not inconvenience other users (noise, interrupting other sessions, walking through other rooms, etc.). Hirers must also recognise that the toilets and kitchen areas are shared facilities.

## 6 Regulated Entertainment

Activities such as indoor sporting events, plays, showing of films, playing of live or recorded music, dancing, etc. are considered “regulated entertainment” and covered by the Licensing Act. However, following the deregulation of the Act in 2015, they do not need to be covered by a licence unless:

- the regulated entertainment will take place between 11pm and 8am; or
- the entertainment is to an audience of more than 500 people; or
- there is an exhibition of a film, where the intention is to make a profit, including raising money for charity (i.e. it is not a film club, film society, or local social group screening); or
- any boxing or wrestling is included.

For a performance of live music, the playing of recording music, or an exhibition of a film, written permission must be obtained from the Village Hall Committee in order for the entertainment activity to take place. This is a condition of the deregulation and is a legislative requirement. A suitably completed, signed Booking Agreement Form provides such written permission.

For an exhibition of a film, children must be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. The Hirer shall ensure that they have the appropriate copyright licences for showing the film.

## 7 Sale & Supply of Alcohol

The Hirer shall not allow the consumption of alcohol on the premises without written agreement as part of the Booking process.

The sale of alcohol needs to be covered by a licence. Under the Licencing Act 2003, you are deemed to be selling alcohol if:

- you are charging for alcoholic drinks at your event; or
- if the event is ticketed and you are providing a free drink. This is seen as selling as the cost is included in the ticket price and/or the organisation providing the alcohol is providing the free drink; or
- if the event has an entrance charge and you are providing a free drink.

The Village Hall has a Premises Licence which hirers may take advantage of in certain circumstances which are set out later in this section 7.

The Hirer may supply and sell their own alcohol by applying to Ryedale District Council (01653 600666\*) for a Temporary Event Notice (TEN). The Council currently charges £21 for a TEN, and 10 clear working days are required when applying. Evidence that a TEN has been obtained must be provided to the Village Hall’s Bookings Secretary prior to your booking.

The Hirer may request to sell their own supplied alcohol under the Village Hall’s Premises Licence if and only if both of the following two conditions are satisfied:

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\* See also <https://www.ryedale.gov.uk/business/licensing-regulation/food-alcohol-entertainment-licensing/temporary-event-notice.html>

- (1) the Hirer's Nominated Responsible Person takes personal responsibility for complying in full with the Premises Licence (summarised in the points later in this section, but a copy is available on request); and
- (2) either
  - (a) the booking is for a lunchtime and does not go into late afternoon or evening;  
OR
  - (b) all of the following three criteria are met
    - (i) the Hirer, or the Hirer's Nominated Responsible Person, is a resident of Terrington, Wiganthorpe or Ganthorpe; and
    - (ii) alcohol will not be served or music played after 11:30pm<sup>†</sup>; and
    - (iii) the request is approved by the Terrington Village Hall Committee and the Designated Premises Supervisor (DPS). Such approval will be based on the size and time of the event, the history of Hirer's previous bookings, and whether the Hirer's Responsible Person holds a Personal Licence (Licensing Act 2003).

If your event involves the sale of alcohol but does not meet conditions above then you **must** apply to Ryedale District Council for your own TEN. The Village Hall Committee reserves the right to require any Hirer to obtain a TEN even if the conditions above are met.

Where agreement has been given for the Hirer to sell alcohol under the use the Village Hall's Premises Licence, the Hirer must comply with the following key points from our Premises Licence:

- alcohol must not be served after 11:30pm<sup>†</sup>;
- alcohol must not be sold or supplied to under-18s;
- special care must be taken to protect children;
- those serving alcohol on the premises **must** require any individuals who appear to be under the age of 18 years to produce on request, before being served alcohol, identification bearing their photograph, date of birth, and a holographic mark. Examples of appropriate identification include:
  - a photo card driving licence
  - a passport
  - a proof of age card bearing the PASS hologram;
- any customer thought to be under the age of 18 years old and unable to provide appropriate identification **must** be refused a sale and, when the customer has left the bar area, a record of the refusal must be recorded in the Alcohol Refusal Log which is kept behind the till in the bar area
- where any of the following alcoholic drinks is sold or supplied on the premises (other than alcoholic drinks having been made up in advance ready for sale in a securely closed container (e.g. bottles, cans, etc.)) it is available to customers in the following measures and that customers are made aware of the availability of these measures:
  - beer or cider : ½ pint,
  - gin, rum, vodka or whisky: 25 ml or 35 ml, and
  - still wine in a glass: 125 ml.

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<sup>†</sup> The only exception to this is New Year's Eve where the latest permitted time is 1:30am

## 8 Gaming, Betting & 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.

## 9 Music Copyright Licensing

The Village Hall holds a Performing Rights Society (PRS) Licence and Phonographic Performance Ltd (PPL) Licence which permit the use of copyright music in any form e.g. record, compact disc, tapes, radio, television or by performers in person. If other licences are required in respect of any activity in the Village Hall the Hirer should ensure that they hold the relevant licence or that the Village Hall holds it.

## 10 Insurance & Indemnity

The Village Hall Committee has created and maintains a Health & Safety 'Risk Assessment for the Premises'. This is available from the "Documentation" link on the Village Hall website ([www.terringtonvillagehall.co.uk](http://www.terringtonvillagehall.co.uk)), is posted in the Hall and is available to Hirers on request. The Village Hall Committee does what it can to make the facilities safe but Hirers are strongly encouraged to familiarise themselves with the risk assessment and check the facilities to be used before they are used.

The Hirer is responsible for the preparation of a supplementary Risk Assessment to cover any additional risks posed by the activities of the Hirer and their booking/event. To assist, a template 'Risk Assessment for an Event' is also available from the "Documentation" link on the Village Hall website and can be made available to Hirers. The Hirer may be requested to provide a copy of their completed, supplementary Risk Assessment to the Village Hall Committee in advance of their booking.

In the unlikely event that an accident does occur, the Village Hall has Public and Product Liability insurance cover for non-commercial events but the cover has a number of exclusions. If your booking involves any of the following then you will not be covered by the Village Hall's insurance and you must satisfy yourself that you have alternative cover:

- weapons
- passenger carrying amusement devices
- animal rides of any kind
- ballooning or aerial activities including parachuting, paragliding or parasailing
- go-karting, quad biking or motor sports
- bungee jumping or abseiling
- professional sports teams or persons
- individual exhibitions valued at over £250,000
- racing or time trailing other than on foot
- activity involving watercraft
- fireworks or bonfires
- bouncy castle and other inflatable devices
- contact sports (including martial arts)
- jousting competitions
- 'It's a knockout' type competitions
- 'Donkey Derby' races.

The Hirer **must** inform the Village Hall's Booking Secretary if any of the above are planned. The Village Hall Committee reserves the right to prohibit the Hirer from any such activities even if the Hirer is able to obtain sufficient insurance cover.

The Hirer shall be liable for

- the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises
- all claims, losses, damages and costs made against or incurred by the Village Hall Committee, their employees, volunteers, agents or invitees 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
- all claims, losses, damages and costs made against or incurred by the Village Hall Committee, their employees, volunteers, agents or invitees 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 indemnify and keep indemnified accordingly each member of the Village Hall Committee and the Village Hall's employees, volunteers, agents and invitees against such liabilities.

The Village Hall is insured against any claims arising out of its **own** negligence.

## 11 Safeguarding Children, Young People and Adults At Risk

The Hirer shall ensure that activities for children, young people and adults at risk are only provided by fit and proper persons in accordance with the Children Act 1989 and 2004, the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. If requested, you must provide us with a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS). All reasonable steps must be taken to prevent harm, and to respond appropriately when harm does occur. Relevant concerns must be reported.

## 12 Public Safety Compliance

As stated in section 10 above, the Village Hall Committee has created and maintains a Health & Safety Risk Assessment for the Premises but the Hirer is responsible for the preparation of a supplementary Risk Assessment to cover any additional risks posed by their booking/event.

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, the Village 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 or vulnerable adults.

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Booking Secretary of the Village Hall Committee.

(a) The Hirer must familiarise themselves with the following:

- the location and use of fire equipment and escape routes (see the floorplan in Appendix 1 at the end of this document)
- the action to be taken in event of fire (see the Emergency Evacuation Plan in Appendix 2 at the end of this document)
- appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.

(b) In advance of any 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 (take note of the method of operation of escape door fastenings)
- that exit signs are displayed
- that there are no obvious fire hazards on the premises.

## 13 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. The Hirer shall, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

## 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. Alcohol shall not be served to any person suspected of being drunk nor 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 in accordance with the Licencing Act 2003. No illegal drugs may be brought onto the premises.

## 15 Hire and Use of Equipment Off Premises

Where the hire covers the use of the Village Hall's equipment away from the Premises (e.g. hire of tables, chairs, wine glasses, staging equipment, etc.), the following conditions apply:

- Transportation: the Hirer is responsible for the safe transportation of the equipment away from the premises and its safe transportation back to the premises;
- Operation: the Hirer must ensure that the equipment is used and operated in a careful and proper manner;
- Insurance: the Village Hall's insurance does not cover the use of our equipment away from the premises. Hirers need to satisfy themselves that they have appropriate alternative cover;
- Damage/Loss: the Hirer is liable for the repair or replacement cost of any loss or damage (including theft, accidental damage and malicious damage) done to any of the equipment during the period of hire;
- Alterations: the Hirer shall make no alterations to the equipment without prior written consent of the Village Hall Committee.

## 16 Stored Equipment

The Village Hall 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 (other than stored equipment) must be removed at the end of each hiring or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

The Village Hall may, in its discretion in the following circumstances, dispose of any property or equipment brought onto site by the Hirer and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same:

- in respect of stored equipment, failure by the Hirer either to pay any storage charges due and payable or to remove the same within 7 days after the agreed storage period has ended
- in respect of any other property brought on to the premises for the purposes of the hiring, failure by the Hirer to remove the same within 7 days after the hiring.

## 17 Smoking

The Hirer shall, and shall ensure that the Hirer's invitees, comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this

provision shall be asked to leave the premises. The Hirer shall ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches, etc. in a tidy and responsible manner.

## **18 Health & 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 the Food Temperature Regulations.

## **19 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 provided the hirer must make use of it in the interests of public safety.

## **20 Accidents & Dangerous Occurrences**

The Hirer must report all accidents involving injury to the public to a member of the Village Hall Committee as soon as possible and complete a record in the Village Hall's accident book which is stored in the kitchen with the First Aid kit. Any failure of equipment belonging to the Village Hall or brought in by the Hirer must also be reported as soon as possible.

## **21 Explosives and Flammable Substances**

The Hirer shall ensure that:

- highly flammable substances are not brought into, or used in any part of the premises, and
- no internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Village Hall Committee. No decorations are to be put up near light fittings or heaters.

## **22 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 Village Hall Committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

## **23 Animals**

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

## **24 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 each member of the Village Hall Committee accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

## **25 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.

## 26 Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the Village Hall 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 Village Hall Committee.

The Village Hall Committee reserves the right to cancel a booking by written notice to the Hirer in the event of:

- (a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;
- (b) the premises being required for the funeral, or post-funeral gathering, of a Parish resident;
- (c) the premises becoming unfit for the use intended by the Hirer;
- (d) the Village Hall Committee reasonably considering that (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring;
- (e) 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 above, the Hirer shall be notified as promptly as possible and the Hirer shall be entitled to a refund of any deposit already paid, but the Village Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

## 27 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 the Village Hall Committee shall be at liberty to make an additional charge.

## 28 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 approval of the Village Hall's Bookings Secretary. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Village Hall Committee remain in the premises at the end of the hiring. It will become the property of the Village Hall unless removed by the hirer who must make good to the satisfaction of the hall or, if any damage caused to the premises by such removal.

## 29 No Rights

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

## 30 Dangerous and unsuitable performances

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





## Appendix 2 : Emergency Evacuation Plan

### Purpose of the Plan

The purpose of this Emergency Evacuation Plan is to ensure that all occupants of these premises know what to do in the event of a fire, and to ensure that the premises can be safely evacuated should a fire occur.

A Fire Risk Assessment has already been carried out on the premises. The results of this assessment, and any remedial action taken as a consequence, have been fully considered in drawing up this plan. It is important that occupants become familiar with this Emergency Evacuation Plan so that in the event of a fire occurring, we can ensure as far as humanly possible the safety and wellbeing of all people that are likely to enter the building.

### Responsibilities

The Village Hall Committee is responsible for ongoing compliance with fire safety legislation and for fire safety management in the premises, but this plan helps to identify additional and specific responsibilities of others in the event of a fire or other emergency situation requiring evacuation of the premises.

Hirers must identify a nominated Responsible Person who will attend and be responsible for the session/meeting/event held on the premises as part of the hire.

The Responsible Person present must ensure that they have a list of persons attending the event. At large events where individual attendance lists are impracticable (such as shows, fetes, festivals and parties), a number of Responsible Persons should be identified in order to supervise and control any emergency that may arise.

In the event of an evacuation of the building, the 'Responsible Person/s' for that session/meeting/event will take the record of attendees to the assembly point and assist with the evacuation of the building.

### If A Fire Is Discovered

If you discover or suspect a fire, you must raise the fire alarm by shouting "Fire!" and/or activating one of the break-glass alarm call points shown in the floorplan in Appendix 1.

### Evacuation Of Premises

In the event of a fire or other life-threatening incident, occupants will evacuate via the nearest available exit. Particular attention must be given to the safe evacuation of anyone with physical disabilities, mental impairment or specific needs, and who may require varying degrees of assistance.

Evacuation should take place in an urgent but orderly fashion, and those leaving the building should report to the assembly point in the car park, where a roll call will be carried out to ensure that everyone has evacuated the building safely.

It will be the task of the Responsible Person for the event at the time to ensure that the premises are checked as thoroughly as possible to ensure that no-one is left inside the building, special attention being given to toilets.

### Calling and Liaising with the Fire Service

Upon hearing or raising the fire alarm, the Responsible Person will alert the Fire Service by dialling 999. There is no telephone within the premises so this needs to be done by mobile phone. Upon arrival of the Fire Service, the Responsible Person will meet the officer in charge and relay as much information about the incident as possible, including:

- Persons missing or trapped in the building, where and when they were last seen;
- Where the fire is, what it involves, and how big it is;
- Where the building services (gas, electricity, water) are, if not already isolated;
- Any special hazards in the building which may affect the safety of personnel;
- Any other information which may be considered useful.

Remember that once evacuation has taken place the senior fire officer will be the person who decides whether or when it is safe for people to re-enter the building.

## Fire Fighting

If a fire is discovered in its early stages, it may be appropriate to tackle it with the nearest suitable fire extinguisher (see the floorplan in Appendix 1), only if it is considered safe to do so and only after the alarm has been raised. If it is not possible to extinguish the fire, every effort should be made to contain it to the room or area of origin. Regardless of whether the fire is successfully extinguished, the Fire Service must still be called, and people must not be allowed to re-enter the building until the senior fire officer has deemed it safe to do so.