



2023

# Standard Conditions of Hire



Village Hall Committee

Polruan Village Hall

1/2/2023

# Polruan Village Hall

Registered Charity: **282085**



## Conditions of Hire

### STANDARD CONDITIONS OF HIRE APPLICABLE TO ALL BOOKINGS

1. The Hirer will strictly adhere to the dates and times of their hiring of the Hall as specified on the Booking Form.
2. One key for the Hall will be supplied to the Hirer, to be returned to the Committee by the 'end' time of the hiring period. The Hirer will be responsible for the key in the period within their control and not part with control of the key during the period of hiring. Should the key be lost, the Hirer will be responsible for the cost of replacing the key or replacing the lock with the required number of keys, at the discretion of the Committee. Regular User Groups have alternative arrangements, as identified on page 3.
3. The Hirer will, during the period of 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 outside the Hall entrance, to avoid obstruction of the highway outside of the Hall.
4. The Hirer shall indemnify the Committee for the cost of the repair of any damage done to any part of the property, including the curtilage thereof or the contents of the building, that may occur during the period of the hiring because of the hiring. A deposit cheque for £50 will be required to confirm the booking. This should be a separate cheque which would be returned or destroyed after the Event, unless subject to any charges for breakages or damage to property. Regular User Groups will not be required to provide a deposit cheque. The Hirer shall report any damage occasioned or noted to the Bookings Secretary.
5. At the end of the hiring, the Hirer shall be responsible for leaving the premises and its surrounds in a clean and tidy condition, properly locked and secured, unless directed otherwise. Any contents temporarily removed from their usual positions shall be properly replaced unless directed otherwise. The Committee shall be at liberty to make an additional charge if this is not the case. If, in the opinion of the Bookings Clerk or the Hall Cleaner, the Hall is not left in a satisfactory condition, the Hirer will be responsible for any charges occasioned by the Committee in bringing the Hall back to its proper condition. Wherever practical the Bookings Clerk or Hall Cleaner will consult with the Hirer prior to any work being carried out to give the Hirer the opportunity of carrying out the work themselves to the Committee's satisfaction. Where the Hirer is a recognised User Group their Representative on the Committee will be responsible for ensuring the Hall is left in a satisfactory condition. **It is the Hirer's responsibility to remove all waste generated at the end of the period of hire in the bags provided.**
6. Any item brought in/on to the Hall premises by the Hirer is to be at their own risk for Insurance purposes (and will not be covered by the Village Hall Insurance) and is to be removed by the 'end' time of the hiring period specified. All electrical equipment brought into the Hall by the Hirer shall be in safe good working order and used in a safe manner in accordance with Electricity at Work Regulations 1989.
7. The hire charge for the premises will include the cost of electricity for lighting and heating provided in the Hall. **It is the Hirer's responsibility to switch off the lighting and turn the thermostat back to 7 degrees after the period of hire.**
8. Hire charges for Wedding Reception Weekends, for Standard Weekend Hire and individual sessions are identified in the Bookings Enquiry page on the polruan.org website.

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Booking Enquires:

Miss K Hill, PVH Bookings Secretary, 39 Fore Street, Polruan, Cornwall, PL23 1PH



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9. The Hirer shall be responsible for obtaining any licenses which may be necessary for their proposed usage of the Hall and for the observance of the same and of all other regulations appertaining to the premises stipulated by the Fire Authority, the Local Authority and the Local Magistrate's Court or otherwise.
  - a. Notwithstanding the foregoing, the Committee hold a Cornwall Council Premises Licence and a Performing Rights Society Licence. The Premises Licence encompasses the supply and sale of alcohol, the provision of entertainment and the provision of late-night refreshment. Entertainment in this application includes, Theatrical Performances, indoor Sporting Events, Live Music, Recorded Music, and the Performance of Dance. The Village Hall has a Designated Premises Supervisor who is responsible for authorising the sale or supply of alcohol. It is, however, the Hirer's responsibility for checking whether these Licences apply to their hiring, or if special alternative approval is required. (Information on licences held are available from the Booking Secretary and copies of the same are also exhibited in the Hall and on the website).
  - b. The Hirer shall ensure that their Guests vacate the premises quietly and within 45 minutes of the end of the period identified for the sale of alcohol in the Premises Licence. (Mon-Sat 12:00 until 23:59; Sun 12:00 until 23:00)
  - c. The Hirer shall be responsible for compliance with the terms of the Committee's licences or special licences obtained, particularly regarding the numbers of Occupants specified on the licences and displayed at the Hall and on the website. (Number of Occupants are the total number of persons on the premises NOT the number of the 'audience').
  - d. The Hirer shall ensure that, when films are being shown, children will 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 films. The Hall holds a Filmbank PSV Licence, allowing films to be screened in a commercial premises, providing no charge is made for the screening.
  - e. The Hirer shall ensure that nothing is done, on or in relation to the premises in contravention of the Laws relating to Gaming, Betting and Lotteries.
10. The Hirer shall not sublet or use the premises for any unlawful purpose or in any unlawful way, nor do anything or bring on to the premises anything that may endanger the same or any insurance policies in respect thereof, nor allow the consumption of alcoholic liquor thereon without written permission. The Responsible Person authorised by the Committee is to have the right to enter the premises during the period of hiring specified to ascertain that the conditions of hiring are being adhered to.
11. The Hirer must report all accidents involving injury to the public to the Committee and complete the relevant sections in the Village Hall's Accident Book, which is located in the fourth drawer down under the roller shutter. A notice identifying this location is on the kitchen Noticeboard and in a note accompanying final contracts.
12. The Hirer shall ensure that invitees are aware the Village Hall is a 'No Smoking' building and anyone wishing to smoke does so outside the building and disposes of cigarette ends, matches etc. in the wall mounted boxes positioned on the veranda.
13. The Hirer must not use drawing pins or tape on the walls or other surfaces. They may use Blu-Tac or 3M command strips.
14. The Hirer shall ensure that any activities for persons under the age of 18 years comply with the

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Children's Act 1989 and any subsequent legislation. Similarly, any activities that involve vulnerable individuals comply with the Vulnerable Groups Act 2006 and any subsequent legislation. Where applicable, the Hirer shall provide on request from the Committee, a copy of their DBS check and any Safeguarding Policy in place. Where there is not a policy in place, the hirer is required to observe the Safeguarding Policy drawn up by the Committee and included with the Hire Contract. If the activity, when taking place, is judged by the Committee not to meet the requirements of the above Legislation, the Committee reserves the right to cancel the hiring.

15. In any hiring of the premises for the purpose of a sale/dance/performance etc. where the General Public will be admitted for a fee, such sale of tickets by the Hirer must be on the basis that "Right of Admission is reserved".
16. If the Hirer wishes to cancel the booking before the date of the event and the Committee is unable to conclude a replacement booking, the question of the payment or repayment of the fee shall be at the discretion of the Committee.
17. The Committee reserves the right to cancel this hiring by written notice to the Hirer in the event of:
  - a. The premises being required for use as a Local Emergency Accommodation Centre, a Polling Station for a Parliamentary or Local Government election or by-election.
  - b. The Committee reasonably considering that the hiring will lead to a breach of licensing conditions or statutory requirements, or unlawful or unsuitable activities will take place as a result of this hiring.
  - c. The premises becoming unfit for use intended by the Hirer (for example, flooding) or any part thereof being rendered unfit for the use for which it has been hired.

In such a case, the Hirer shall be entitled to a refund of any deposit or rent already paid to the Village Hall, but the Committee shall not be responsible for any resulting direct or indirect loss or damages. Hall insurance does not cover Hirers for the provision of external services, be it hardware or personnel. If Hirers feel it necessary to cover their event for such a cancellation, it is recommended they take out the appropriate insurance to cover this scenario.

18. Where any Special Condition noted on the Booking Form is in contradiction to any of the above conditions the Special Condition shall take precedence to ensure Public Safety.
19. When a Hirer is putting on a Major Performance(s) they must check the operation of the Escape Lighting prior to each Performance and they must also carry out a one-off test of the manual Fire Alarm prior to each Performance.
20. Hirers shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority and the Hall's Fire Safety Policy and Fire Evacuation Procedure to ensure public safety. All relevant information is displayed on the Fire Safety Noticeboard located in the main hall. Copies of which are included in with the Hire Contract when it is sent out to the prospective Hirer for signature.
21. The Hirer shall make their best endeavours to ensure the minimum of noise is made on arrival and departure, particularly late at night. Care should be taken to avoid excessive consumption of alcohol and best endeavours should also be made to avoid drunk and disorderly behaviour. Drugs are not permitted on the premises.

**We hope you have a very happy time at our Hall.**

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