



Fairfield Community Hall

Standard Terms and Conditions

These Terms and Conditions apply to all those hiring Fairfield Community Hall, regular or one-off, hereafter known as the Community Hall. If the Hirer is in any doubt as to the meaning of these, the Community Hall Administrator should immediately be consulted.

1. Age

The Hirer, not being a person under 21 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.
- The care of the premises, safety from damage, however slight, or change of any sort.
- The behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction or nuisance.
- As directed by the Community Hall, 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. Use of Premises

The Hirer shall not use the premises for any purpose other than that described in the Hire Agreement and shall not sub-let 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 it or render invalid any insurance policies nor allow the consumption of alcohol on the premises without permission.

4. Gaming, Betting and Lotteries

The Hirer shall ensure that nothing is undertaken on the premises in contravention of the law relating to gaming, betting and lotteries. Copies of all relevant licences or certificates of registration must be provided.

5. Licensable Activities

The Community Hall holds a PRS for Music Licence, which permits 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 premises, the Hirer must provide copies of relevant licences.

6. Public Safety Compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, the Community 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 will also comply with the Community Hall's health and safety policy.

7. Health and Safety

- a) The Hirer acknowledges that they have received instruction in the following matters:
- The action to be taken in event of fire. This includes calling the Fire Service and evacuating the Community Hall.
 - The location and use of fire equipment.
 - Escape routes and the need to keep them clear.
 - Method of operation of fire 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 ensure that there are no obvious fire hazards on the premises and will check the following items:
- All fire exits are unlocked and fire escape doors in good working order.
 - All escape routes are free of obstruction and can be safely used.
 - Fire doors are not wedged open.
- c) The hirer will ensure all means of exit from the premises are kept free from any obstruction and allow instant free public exit.
- d) In the Event of Emergency the Fire Service shall be called to any outbreak of fire, however slight, details of which must be given to the Hall Administrator. Refer to Emergency Notices in the Community Hall.

8. Health and Hygiene

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

9. Electrical Appliance Safely

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 and any subsequent legislation.

10. Insurance and Indemnity

- a) The Hirer shall be liable for:
- (i) The cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the surrounding area or the contents of

the premises;

- (ii) All claims, losses, damages and costs made against or incurred by the Community Hall, its 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.
 - (iii) All claims, losses, damages and costs made against or incurred by the Community Hall, 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 and, subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of the Community Hall's Trustees, employees, volunteers, agents and invitees against such liabilities.
- (b) The Community Hall shall take out adequate insurance to insure the liabilities described in sub-clause (a)(i) above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (a)(ii) and (iii) above. The Community Hall shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each of the Community Hall Trustees, employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.
- (c) Where the Community Hall does not insure the liabilities described in sub-clauses (a) (ii) and (iii) above, the Hirer shall take adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the Community Hall's authorised representative. Failure to produce such policy and evidence of cover will render the hiring void.

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

11. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the Community Hall Administrator as soon as possible and complete the relevant section in the Community Hall accident book. Any failure of equipment belonging to the Community Hall or brought in by the Hirer must also be reported as soon as possible. Certain types of accident or injury must be reported. The Authorised Representative will give assistance in making this report. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

11.1 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 that,
- No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Community Hall. No decorations are to be put up near light fittings or heaters.

12. Heating

The Community Hall has adequate heating. As a consequence no other heating appliances are permitted.

13. Drunk and Disorderly Behaviour and Supply of Illegal Drugs

The Hirer 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.

Any hire that includes the serving of alcohol must be disclosed by the Hirer and an explanation of the licence arrangements be given before permission to hire the Community Hall is granted.

14. Animals

The Hirer shall ensure that no animals except guide dogs are brought into the premises. No animals whatsoever are to enter the kitchen at any time.

15. Safeguarding

Fairfield Community Hall takes the safeguarding of young people and vulnerable adults very seriously. It is expected that for regular hirers where young people and vulnerable adults are participating, appropriate Disclosure Barring Service (DBS) checks have been carried out. Confirmation of this forms part of any agreement between Hirers and Fairfield Community Hall. The Hirer shall provide the Community Hall with a copy of their DBS Check and Child Protection Policy on request.

16. Flyposting

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisement for any event taking place at the premises and shall indemnify and keep indemnified each of the Community Hall Trustees 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.

17. Sale of Goods

The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practices 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.

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 must provide copies of appropriate copyright licences for film.

19. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the Community Hall 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 Community Hall Trustees. The Community Hall 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 Polling Station for a Parliamentary or Local Government election or by-election;
- b) The Community Hall reasonably assumes that:
 - Such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements.
 - Unlawful or unsuitable activities will take place on the premises as a result of this hiring.
- (c) The premises becoming unfit for the use intended by the Hirer.
- (d) An emergency requiring use of the premises as a shelter for the victims of a specific disaster.

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

20. End of Hire (Regular or One-Off)

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 Community Hall shall be at liberty make an additional charge (refer to Hire Agreement).

21. 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.

22. Stored Equipment

The Community Hall accepts no responsibility for any stored equipment or other property brought 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.

23. 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 written approval of the Community Hall



Administrator. The Hirer must remove all such articles at the end of the hiring unless otherwise agree with the Community Hall. The Community Hall will dispose of any unauthorised articles left on the premises. The Hirer will make good to the satisfaction of the Community Hall any damage caused by such installation and removal.

Only 'White Tac' should be used to affix banners or balloons, no tape please. No decorations are permitted on the centre partition mural. No pins or glue permitted anywhere.

24. No Rights

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

25. Dangerous and Unsuitable Performances

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

