

# North Waltham Village Trust



North Waltham  
Village Trust

## Hire of Rathbone Pavilion Standard Terms and Conditions

If the hirer is in any doubt regarding the meaning of the following conditions they should immediately contact the Booking Secretary

### **1. General**

The Hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge of the hired premises, to be on the hired premises at all times when the public are present and to meet all conditions under this Agreement relating to management and supervision of the premises.

### **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 Booking 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. Use of premises**

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

### **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**

The Rathbone Pavilion holds a PRS/PPL 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 any other

licence is required in respect of any activity in the village hall the Hirer must ensure that they hold the relevant licence.

## **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 Pavilion'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 hall's Health and Safety policy.

(a) The Hirer acknowledges that they have reviewed any Village Trust Information Sheets and plans regarding the following matters:

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall, the muster point is on Cuckoo Meadow
- 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 are undamaged.
- 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 or unobstructed
- That there are no obvious fire hazards on the premises

## **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.

## **8. Outbreaks of fire**

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

## **9. 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 the Food Temperature Regulations. The premises are provided with a refrigerator and thermometer.

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

## 11. 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 curtilage thereof or the contents of the premises

(ii) all claims, losses, damages and costs made against or incurred by the Village Trust management 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

(iii) all claims, losses, damages and costs made against or incurred by the Village Trust management 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, and subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of the Village Trust management committee and the Village Trust's employees, volunteers, agents and invitees against such liabilities.

b) The Village Trust shall take out adequate insurance to insure the liabilities described in sub-clauses (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 Village Trust shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of the Village Trust management committee and the Village Trust's 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 Village Trust does not insure the liabilities described in sub-clauses (a) (ii) and (iii) above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the Village Trust Booking Secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the Booking Secretary to rehire the premises to another Hirer.

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

## 12. Accidents and dangerous occurrences

The Hirer must report all accidents involving injury to the public to a member of the Village Trust management committee **as soon as possible** and complete the relevant section in the Village Trust's accident book. The accident book can be found in the hallway recess adjacent to the storage cupboard. Any failure of equipment belonging to the Village Trust 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 RIDDOR Incident Contact Centre. The Booking Secretary will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous

Occurrences Regulations 1995 (RIDDOR). The Incident Contact Centre can be contacted in any of the following ways:

- Telephone: 08453009923
- Facsimile: 08453009924
- Website: [www.riddor.aov.uk](http://www.riddor.aov.uk) or via the HSE website: [www.hse.gov.uk](http://www.hse.gov.uk)
- Post: Incident Contact Centre, Caerphilly Business Park, Caerphilly, CF83 3GG

### **13. Explosives and flammable substances**

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. polystyrene, cotton wool) shall be erected without the consent of the Village Trust. No decorations are to be put up near light fittings or heaters
- c) No candles to be used

### **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 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 shall ensure that in order to avoid disturbing neighbours to the Pavilion 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.

### **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 Trustees. No animals whatsoever are to enter the kitchen at any time.

### **17. 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 legal 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 Village Trust management committee with a copy of their legal 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 licenses for film.

## **19. Cancellation**

If the Hirer wishes to cancel the booking before the date of the event and the Village Trust 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 Trust. The Village Trust 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 Village Hall management 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
- 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 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 deposit already paid, but the Village Trust shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

## **20. End of hire**

All persons must leave the premises by midnight on the day 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 Trust shall be at liberty to make an additional charge.

## **21. Noise**

The Hirer shall ensure that the minimum of noise is made on arrival and departure. All music must be switched off by 23.30 hours. 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 Village Trust accepts no responsibility for any stored equipment or other property brought onto 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 Trust may use its discretion in any of the following circumstances:

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

This may result in the Village Trust management committee disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

### **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 Booking Secretary. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Village Trust remain in the premises at the end of the hiring. It will become the property of the Village Trust 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.

### **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.

### **26. 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 and the Hirer shall be liable for any cleaning charges associated with such breach.

### **27. Temporary Event Notice**

A Temporary Event Notice is required for the sale of alcohol. A copy of the TEN must be shown to the Booking Secretary prior to the date of hire and displayed during the event.

## RATHBONE PAVILION HIRE INFORMATION FOR HIRERS

The Village Trust management committee has carried out risk assessments. The following practices must be followed in order to minimise risks:

- **Make sure that all emergency exit doors are clear and unlocked as soon as the hall is to be used and throughout the hiring**
- **Do not** operate or touch any electrical equipment where there are signs of damage, exposure of components or water penetration etc.
- **Do not** work on steps, ladders or at height until they are properly secured and another person is present
- **Do not** leave portable electrical or gas appliances operating while unattended
- **Do not** attempt to move heavy or bulky items (e.g. stacked tables or chairs)
- **Do not** stack more than five chairs
- **Do not** attempt to carry or tip a water boiler when it contains hot water. Leave it to cool
- **Do not** allow children in the kitchen except under close supervision (e.g. for supervised cookery lessons or, in the case of older children, for supervised serving of food at functions). Avoid overcrowding in the kitchen and do not allow running
- Any electrical equipment brought into the Pavilion is done so **at the hirer's own risk**
- Wear suitable protective clothing when handling hot items and cleaning or other toxic materials
- **Report** any evidence of damage or faults to equipment or the building's facilities to:  
Adrian McLaughlin (01256 397658) or Peter Osmond (01256 397497).
- **Report** every accident in the accident book and to:  
Adrian McLaughlin (01256 397658) or Peter Osmond (01256 397497).
- **Be aware and seek to avoid** the following risks:
  - Creating slipping hazards on stairs, polished or wet floors – mop spills immediately
  - Creating tripping hazards such as buggies, umbrellas, mops and other items left in halls and Corridors
  - Use adequate lighting to avoid tripping in poorly lit areas
  - Risk to individuals while in sole occupancy of the building
  - Risks involved in handling kitchen equipment e.g. cooker, water heater and knives
  - Creating toppling hazards by piling equipment e.g. in store cupboards