

ASHWATER PARISH HALL

STANDARD CONDITIONS OF HIRE

MEANING OF TERMS

- For the purpose of these conditions the term 'Hirer' means an individual hirer or where the hirer is an organisation the authorised representative.
- Reference to the 'Premises' means Ashwater Parish Hall, Car Park, Site Entrance and Grounds enclosed at OS Grid Reference SX38 59 53
- The 'Building' means Ashwater Parish Hall and any associated outbuildings.
- The 'Committee' means The Ashwater Parish Hall Management Committee.
- The 'Bookings Secretary' means any person authorised by the 'Committee' to accept reservations for use of any part of the 'Premises' and accept payment of deposits and other monies on their behalf.

SPECIFIC CONDITIONS

- The Hirer must be 18 years of age or above.
- The Hirer must nominate a responsible adult (18yrs and above) to act as deputy if alcohol is to be served, sold or consumed on the Premises and the Hirer is unable to be present. The deputy's details must be lodged with the Bookings Secretary or Hall Committee.
- The deputy will at all times act as if he/she/they are the Hirer.
- The Hall Committee retains the right to enter the Premises at any time and is permitted to close any function causing a nuisance.

THE HIRER AGREES:

1. To be responsible for the supervision of the premises, the fabric and contents and also the care and behaviour of all persons using the premises or any part thereof during the period of hire.
2. Not to use the premises for any purpose other than described in the hiring agreement. They will not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way.
3. Not to do anything which may endanger the premises or render invalid any insurance policies.
4. Not to allow the consumption or sale of alcohol on the premises without the written permission of the Committee or their authorised or appointed representative.
5. Not to permit any activity that might or would contravene the terms, conditions or legal requirements appertaining to gaming, betting or lotteries.
6. To comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local or any other Legal Authority in connection with any event which includes public dancing, music, stage plays or other similar public entertainment.
7. To observe all relevant food health or hygiene legislation and or regulations if preparing or selling food on the premises. Food prepared off the premises may be sold or consumed on the premises subject to compliance with all health or hygiene legislation or regulations.
8. To ensure that any electrical appliances brought to the premises are safe and in good working order and used in a safe and supervised manner.
9. To abide by all notices posted by the Committee on the premises.

10. To ensure compliance with the strict 'No Smoking' policy that applies to the entire building and including the car park, grounds and entranceways other than the specifically designated smoking area.
11. To be responsible for returning all equipment to its place of storage and not to bring any heavy equipment onto the premises that might cause damage.
12. To remove all rubbish, litter or refuse from the premises or where instructed to use the receptacles provided. Failure to do so will result in the Hirer being charged for any cost incurred by the Committee in removing such items and may lead to the Hirer being banned from future use and or hire of the Premises.
13. To ensure that any setting up time is agreed with the period of hire and that by the end of the period of hire they have cleaned (sweeping brushes and equipment are available for this purpose) and cleared the Building (and/or Premises) unless arrangements have been made with the Committee for cleaning at an agreed price. Failure to do so will result in an additional charge being deducted from the damage retainer deposit. If necessary the Committee reserve the right to demand any additional fee to cover the cost of clearance and cleaning.
14. To refrain from attaching anything to the walls or floors without prior written consent of the Committee.
15. To ensure there is no disturbance or interference with other hirers or their guests who may be using other parts of the premises at the same time.
16. To ensure all vehicles enter and leave by the main gate and park only in the designated bays. There are appointed bays for disabled vehicle parking only. Cyclists must use the cycle racks provided. Pedestrians may use the small gate at the top of the site and must not restrict access to and from this gate at any time
17. To discourage people from gathering outside the exit doors to ensure proper consideration of neighbouring properties.
18. To ensure any activities for children under eight years of age comply with the provisions of the Children's Act 1989 and that only fit and proper persons have access to the children.
19. To ensure no unaccompanied children under sixteen years of age are permitted to attend any function serving or selling alcohol.
20. To report any accident during the period of hire to the Hall Booking Clerk or any member of the Committee and record details in the Accident Book, this is located in the kitchen with a First Aid Kit.
21. To ensure that all users of the premises during the period of hire are fully advised about the emergency procedure and location of exits.
22. To report any damage to the premises, property or equipment immediately to the Hall Bookings Secretary or any member of the Committee and to ensure where practicable the extent of the damage is recorded and agreed in writing. The Hirer will pay the Committee for the full cost of repair of any damage done or if beyond repair and at the discretion of the Committee, the reasonable cost of replacement.
23. To ensure that, upon vacating the premises, all lights are switched off, all windows closed securely, and all external doors closed and locked.

GENERAL POLICY RULES

1. The Premises **are licensed for the sale of alcoholic drinks**, including wines, beers and spirits. The Hirer is required to abide by the terms of the licence for any function, booking or activity where such liquors will be served, sold or be available for consumption on the Premises. It is the Hirer's responsibility to be fully aware of the terms and conditions of the licence and ensure all hall users attending the function booked by the Hirer abide by these terms and conditions. Where a Hirer intends to have alcohol on the premises, the Bookings Secretary should be informed and an additional deposit will be required. The Hirer's attention is drawn to the specific conditions within this hire agreement relating to the sale and consumption of alcohol.
2. No alcohol may be served, sold or consumed on the premises at any function unless specifically requested at the time of booking and the appropriate advance fee is paid.

3. The Premises **are licensed for entertainment including dancing, playing music and performance of plays and showing films.** The Hirer is required to abide by the terms of the licence for any function, booking or activity the Hirer organises in respect of such activities.
4. The Hirer's attention is drawn to the specific conditions within this hire agreement relating to the terms and conditions of the Premises Licence.
5. The Hall Committee **are registered with Torridge District Council to provide food on the Premises** however, it is the Hirer's responsibility to ensure that food safety is maintained if preparing or serving food at any function booked by the Hirer.
6. The Hirer's attention is drawn to the food safety management system (particularly where food is prepared on domestic premises for supply on the Premises) and is recommended to read the leaflets and notices on display in the Building and/or the Premises.
7. When independent caterers are used it is the Hirer's responsibility to establish that where required they are registered with an appropriate Authority in their own right.
8. Where late night light refreshments are provided in the building food must not be consumed immediately outside after 11:00pm.
9. Excepting for the specially designated external smoking area the Premises are a strictly no smoking environment. To comply with Smokefree Legislation effective from 1st July 2007, no smoking is allowed in any part of the building including the foyer, kitchen, toilets and entranceways or outside in the gardens on the patios under the canopy or any part of the car park and enclosed grounds other than the specially designated area. Any member of the Committee or their officially appointed representative has the right to expel from the premises anyone contravening this law. It is the Hirer's responsibility to ensure their guests are aware of this policy.
10. A strict anti-drug policy applies at all times. Use, consumption, distribution, sale or possession of any illegal or classified drug or drug related substance or material will not be tolerated on the Premises. Any breach of this condition will be reported to the Police.
11. Single sex groups for events such as 'stag or hen parties' will not generally be permitted to hire the Premises for exclusive use. This condition is flexible at the discretion of the Hall Committee and an additional non-refundable deposit will be required.
12. No 'adult' entertainment or services, activities, other entertainment or matters ancillary to the use of the Premises that may give rise to concern in respect of children are permitted.
13. The building is fitted throughout with underfloor heating. **Strictly no floor fittings, drilling or nailing is allowed.**
14. The hall floors must be protected from damage by use of suitable protective covering if being hired for events likely to involve movement of large objects or containers (such as metal or wooden boxes for jumble sales, skittles boards, trampolines, stage 'props' and the like.)
15. The Premises are not insured for firework displays and these are strictly forbidden. In exceptional circumstances with prior written consent from the Premises Insurers and satisfactory payment of any appropriate insurance premium by the Hirer, limited displays might be permitted.
16. No fire or bonfire will be permitted at anytime.
17. Use of bouncy castles and other inflatable devices are not permitted on the Premises.
18. The Hall Committee are insured for Public Liability Risks but the Hirer is reminded that the Hall Committee do not insure the Hirer for the Hirer's liabilities. This means the Hall Committee do not accept responsibility on behalf of the Hirer for any loss, damage, death, injury or consequential loss the Hirer may incur through negligence or deliberate act(s) by the Hirer or any person acting on behalf of the Hirer or those attending any function or activity arranged or organised by the Hirer and or on the Hirer's behalf.
19. The Hirer is responsible for arranging insurance cover in respect of any activity the Hirer arranges to be undertaken on the Premises during the period of hire.

20. The Hirer is specifically reminded that discretionary insurance cover may be required for any person taking part in sporting activities on the Premises (particularly contact sports such as, but not limited to martial arts) and arranged by the Hirer.
21. The Hall Committee do not permit the Premises to be used for activities involving high injury risks such as: jousting competitions, 'It's a Knock-Out' type competitions, races, events involving weapons, passenger carrying amusement devices or remote controlled models.
22. Excessive noise and anti-social behaviour will not be tolerated. The Hirer is responsible for ensuring that neighbours of the Premises are respected and guests reminded to arrive and leave as quietly as practicable.
23. In the event of complaints about noise and or anti-social behaviour the Hall Committee reserve the right to retain any otherwise refundable deposit money and ban the Hirer or users from further hire or use of the Premises.
24. The Committee reserves the right to monitor noise and music levels. Amplified music will be 'limited' and if polite requests to reduce sound output are ignored the Committee also reserve the right to discontinue the function and close the Premises.
25. The Committee reserve the right to alter, amend or add to the Conditions of Hire at any time.

HIRE CONDITIONS RELATING TO FIRE PRECAUTIONS

1. The Hirer acknowledges that he/she has received instruction in the following fire precautions:
 - The action to be taken in the event of fire. This includes calling the fire brigade (Tel: 999) and evacuating the hall. The address of the hall is: **Ashwater Parish Hall, Ashwater, Devon, EX21 5EZ**
 - The location of mustering point(s) following evacuation
 - 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, keeping them clear at all times and closing all internal fire doors at the time of a fire
 - In advance of use of any of the rooms in the Hirer shall check the following:-
 - i. That all fire exits are unlocked and panic bolts in good working order
 - ii. That all escape routes are free of obstruction and can be safely used
 - iii. That any fire doors are not wedged open
 - iv. That exit signs are illuminated
 - v. That any emergency lighting systems not operated automatically are turned on whilst the Building is occupied
 - vi. That there are no obvious fire hazards on the Premises
 - vii. Highly flammable substances must not be brought onto the Premises or used anywhere on the Premises
 - viii. No internal decorations of a combustible nature (e.g. polystyrene or cotton wool) must be erected without the consent of the Hall Management Committee
 - ix. No unauthorised heating appliances are to be used on the Premises
 - x. Portable Liquefied Propane Gas (LPG) heating appliances must not be used.
2. In the event that the Hirer is not present at the event for which the Building and or the Premises are booked the Hirer shall ensure the fire precautions are understood and acted upon by a responsible adult.

HIRE CONDITIONS RELATING TO THE SALE AND CONSUMPTION OF ALCOHOL

1. The Hirer acknowledges receipt of a copy of these conditions for the sale and consumption of alcohol for the Premises.
2. The Hirer, not being a person under 18 years of age, hereby accepts responsibility for ensuring adherence to the conditions relating to the sale and consumption of alcohol for the Premises.
3. The Hirer agrees to nominate a responsible deputy over 18 years of age and provide details to the Bookings Secretary or Hall Committee if the Hirer is unable to be present throughout the entire period of hire.
4. The Premises are licensed for the sale and consumption of alcohol between 1000 and 2330 hours. A 'drinking up period' of 20 minutes after 2330 hours will be permitted if the period of hall hire extends to midnight or beyond.
5. No alcohol may be sold to or for consumption by any person under (or appearing to be under) 18 years of age. Proof of age will be required if any doubt arises concerning the age of the person being served or consuming alcohol.
6. No drink promotions such as 'Happy Hours' or 'All Drinks Included in Ticket Prices' are permitted.
7. No alcohol will be sold to or provided for consumption by any person appearing (in the opinion of the bar keeper(s)) to be intoxicated or displaying unruly or socially unacceptable behaviour.
8. No 'Off Sales' are permitted.
9. No uninvited person will be permitted to purchase or consume alcohol on the Premises during the period of hire.
10. No customers carrying open or sealed bottles or glasses will be admitted to the Premises at any time.
11. No customers will be permitted to take open containers of alcoholic or soft drinks from the Premises.
12. All bottles and glasses will be removed from public areas as soon as they are finished with or empty.
13. Alcohol may only be sold and consumed within the Building and prescribed external area of the Premises these DO NOT include the toilets, designated smoking area, car park, disabled or access paths or unpaved parts of the gardens and grounds. The external prescribed area is shown on the plan inside the foyer.

HIRE CONDITIONS RELATING TO THE PUBLIC ENTERTAINMENTS LICENCE

1. The Hirer acknowledges receipt of a copy of these conditions of the Public Entertainment Licence for the Premises.
2. The Hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge of the Premises.
3. The Hirer and or appointed deputy will remain on the Premises at all times when the public are present and be responsible for ensuring that all conditions of the Public Entertainment Licence relating to management and supervision of the Premises are met.
4. The Premises may be hired between 0800 and 2400 hours, Sunday-Monday or between 0800 and 0100 hours the following day, Friday and Saturday.
5. There is a portable stage available for use in the Jack Moon Hall. The Hirer shall indicate at the time of booking if use of the stage is required.
6. Performance of plays and exhibition of films is permitted. Seated audiences require door attendants at the rate of one for 100 persons and two for 150 persons or one for every 50 children.

7. Where films are shown the Hirer is reminded that a Performing Rights Licence may be required. Advertising for films must display the approved classification and state where viewing content is not suitable for children.
 8. Performances of entertainment especially for children are permitted but the Hirer is responsible for ensuring that adult supervision meets current legal requirements and attention is drawn to the need for Attendants at seated performances.
 9. Certain indoor sporting events may be held in the Jack Moon Hall, which is marked out for Badminton. Short Mat Bowls games are permitted using appropriate mats and equipment to protect the hall flooring. There is a skittle alley but the equipment belongs to the Skittles Club and not to the Parish Hall. Separate permission is required from the Skittles Club to use their equipment.
 10. Currently no other ball games such as five-a-side football, rugby, cricket, basketball, hockey, netball, squash, tennis or golf and the like are permitted. Games using a small soft ball may be considered at the discretion of the Hall Committee.
 11. Live music and recorded music may be performed in the Jack Moon Hall at reasonable levels of amplification. This must be at low sound level between 8:00am and 10:00am.
 12. Performance of song and or dance may take place and provision of facilities for making music and or dancing is permitted.
 13. The maximum number of people allowed on the Premises is 200 for dancing or any other standing activity and 150 for any seated performances (the number permitted under the entertainment licence).
 14. Performances involving danger to the public must not be given.
 15. The provision of late night light refreshments may take place indoors up to 2400hours and outdoors up to 2300hrs.
 16. Barbecues require specific permission from the Hall Committee.
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