**West Peckham Village Hall**

**Standard Conditions of Hire**

The management of West Peckham Village Hall is vested in the trustees of West Peckham Village Hall CIO. We do not maintain an on-site presence, such as a caretaker or manager, but reserve the right of entry to the Premises at all times.

If you are in any doubt as to the meaning of any of these Standard Conditions, you must seek clarification from us without delay.

1. **Age**

The Hirer or its authorised representative (if applicable) must be not less than 18 years of age.

1. **Supervision**
   1. During the Hire Period, you are responsible for:
2. Supervision of the Premises and the use of the Inventory;
3. Care of the Premises, safety from damage however slight or change of any sort;
4. 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;
5. Advising us of any breakages or possible damage to the Premises, the fixtures and fittings and the Inventory; and
6. The obligations, duties and responsibilities of supervisors which are set out in Part 3 of the Health & Safety Policy.
   1. As directed by us, you must make good or pay for all loss and damage to the Premises and to the Inventory. Assessment of any such loss or damage is at our sole discretion.
7. **Use of Premises**
   1. You must not use the Premises for any purpose other than for the Purpose and must not sub-hire or use the Premises or allow the Premises to be used for any unlawful or unsuitable purpose or in any unlawful way or do anything or bring onto the Premises anything which might endanger the Premises or render invalid any insurance policies covering the Premises nor allow the consumption of alcohol without our written consent.

The hire of the Premises does not entitle you to use or enter the Premises at any time other than the specific hours in the Hire Period, unless prior arrangements have been made with the Bookings Clerk.

1. **Insurance and indemnity**
   1. You are liable for:
2. The cost of making good any loss or damage done to, and pay for any loss of, any part of the Premises, the Inventory or the grounds;
3. All claims made against us and losses, damages and costs suffered or incurred by us in respect of damage or loss of property or injury to persons arising out of or as a result of your use of the Premises (including any stored equipment); and
4. All claims made against us and losses, damages and costs suffered or incurred by us as a result of any nuisance (including noise or other disturbance) caused to a third party as a result of your use of the Premises; and

subject to clause 4.2, you agree to indemnify us and keep us indemnified from and against all such liabilities, including all claims, costs, losses and damages.

* 1. We will deduct from any sums payable by you pursuant to clause 4.1, an amount equal to the insurance proceeds we receive under any insurance policy we have taken out to insure any of the liabilities described in clause 4.1(a) to clause 4.1(c).
  2. Where we do not insure the liabilities described in clauses 4.1(b) and 4.1(c), you must take out adequate insurance to insure such liability and on demand must produce the policy and current receipt or other evidence of cover to the Bookings Clerk. If you fail to produce such policy and evidence of cover, we will terminate this Agreement and where possible re-hire the Premises to another hirer.

1. **Gaming, betting and lotteries**

You must ensure that nothing is done on or in relation to the Premises in contravention of the law relating to gaming, betting and lotteries, and you must ensure that the requirements of the relevant legislation are strictly observed at all times.

1. **Safeguarding children, young people and vulnerable adults**

By signing this agreement the Hirer confirms that they have carefully considered the requirements of the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation and that they have either adopted an adequate safeguarding policy in respect of their activities in the Hall, or has concluded that it is not necessary to adopt such a policy. In addition the Hirer also confirms that they have undertaken any required DBS checks in respect of any organiser, supervisor or assistant at their activities and have received and hold relevant written confirmation of approval of all relevant persons under such DBS checks. The hirer further confirms that such approvals remain valid for the duration of all hires under this hiring agreement.

1. **Public safety compliance**
   1. In addition to all other relevant provisions of this Agreement, you must comply with all conditions and regulations made in respect of the Premises by the Local Authority, the Licensing Authority, and our 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. You must also comply with our Health and Safety Policy.
   2. You must call the Fire Service to any outbreak of fire, however slight, and promptly give details to the Bookings Clerk.
   3. You acknowledge that you have received instruction in the following matters:
2. The action to be taken in event of fire. This includes calling the Fire Service and evacuating the Premises in accordance with the Emergency Plan;
3. The location and use of fire equipment;
4. Escape routes and the need to keep them clear;
5. The method of operation of escape door fastenings;
6. Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire; and
7. The location of the First Aid box.
   1. In advance of any activity whether regulated entertainment or not you must check the following items:
8. That all fire exits are unlocked and panic bolts are in good working order;
9. That all escape routes are free of obstruction and can be safely used for instant free public exit;
10. That any fire doors are not wedged open;
11. That exit signs are illuminated;
12. That there are no fire hazards on the Premises; and
13. That the emergency lighting supply illuminating all exit signs and routes is turned on during the whole of the time the Premises is occupied (if not operated by an automatic mains failure switching device).
14. **Noise**

You must ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. You must, 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. All music must be turned off by 10:30pm Sunday to Friday and 11:00pm on Saturday and the Premises vacated by 11:30pm Sunday to Friday and midnight on Saturday.

1. **Drunk and disorderly behaviour and supply of illegal or recreational drugs**
   1. You must ensure that in order to avoid disturbing neighbours of the Premises and avoid any violent or criminal behaviour:
2. No one attending the event consumes excessive amounts of alcohol; and
3. No illegal or recreational drugs are brought onto the Premises.
   1. Drunk and disorderly behaviour is not permitted either on the Premises or in its immediate vicinity. We will ask any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way to leave the Premises in accordance with the Licensing Act 2003. We reserve the right to terminate the Hire where it has become disorderly or where offensive material or behaviour is in evidence. Additionally, improper operation of the fire alarm or extinguishers constitutes disorderly behaviour and will result in automatic loss of any Hire Fee and any Security Deposit and if the Hire Fee has not already been paid, it will become due and payable.
4. **Food, health and hygiene**
   1. You must, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.
   2. The Premises is not registered with the local authority as a ‘food business’ under Regulation 852/2004, and the Premises is not provided with a refrigerator and thermometer. If you are a ‘food business operator’ you are responsible for registering your activity with the local authority.
5. **Electrical appliance safety**
   1. You must ensure that any electrical appliances brought by you to the Premises and used there are safe, in good working order and used in a safe manner in accordance with the Electricity at Work Regulations 1989. In addition, all such electrical appliances must have been PAT tested. Where a residual circuit breaker is provided you must make use of it in the interests of public safety.
6. **Stored equipment**
   1. Permission from the Bookings Clerk must be obtained in advance before equipment or property is left or stored on the Premises (“Stored Equipment”). Any Stored Equipment must be clearly marked with the owner’s name. No equipment or property should be left on the Premises by way of a donation without the prior consent of the Bookings Clerk.
   2. We accept no responsibility for any Stored Equipment or other equipment or property left at the Premises and all liability for loss or damage to any Stored Equipment or other equipment or property is hereby excluded. All of your equipment and property (other than Stored Equipment) must be removed at the end of each Hire Period, failing which we will charge fees for each day or part of a day at the same rate as the Hire Fee until it or they are removed.
   3. We may, in our discretion, dispose of any Stored Equipment or your equipment or property by sale or otherwise on such terms and conditions as we think fit, and charge you any costs we incur in storing and selling or otherwise disposing of the same, in either of the following circumstances:
7. Your failure either to pay any charges in respect of Stored Equipment due and payable or to remove it within 7 days after the agreed storage period has ended; or
8. Your failure to remove your equipment and property brought on to the Premises (other than Stored Equipment) at the end of the Hire Period.
9. **Smoking**
   1. All parts of the Premises (including the car park) and the grounds are designated as ‘No Smoking’ areas.
   2. You must comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. We will ask any person who breaches this provision or who smokes in the car park or in the grounds to leave the Premises. You must ensure that anyone wishing to smoke does so away from the Premises and disposes of cigarette ends, matches, etc. in a tidy and responsible manner, so as not to cause a fire or litter. We reserve the right to make a charge for cleaning costs if there is any smoke damage to the fabric of the Premises or any residual odour as a result of infringement of this clause.
10. **Car Park**

You are permitted to use the car park for the parking of private motor vehicles only, during the Hire Period, but must ensure that the car park is adequately marshalled and controlled throughout the Hire Period. All users do so at their own risk, and we accept no responsibility for any loss or damage which may occur to vehicles and their drivers, passengers or contents whilst in the car park.

1. **Accidents and Dangerous Occurrences**

You must report to the Bookings Clerk as soon as possible any failure of our equipment or equipment brought in by you. You must report all accidents involving personal injury to us as soon as possible and complete the relevant section in our accident book (kept above the fire blanket in the kitchen). You must report certain types of accident or injury on a special form to the Incident Contact Centre. The Bookings Clerk can give assistance in completing this form and can provide contact details of the Incident Contact Centre. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

1. **Explosives and Flammable Substances**
   1. You must ensure that:
2. Highly flammable and explosive substances (including fireworks) are not brought onto, or used in any part of the Premises;
3. No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are erected without our prior consent;
4. No decorations are put up near heaters, light fittings or electrical appliances; and
5. All decorations are removed and any resultant damage or discolouration made good prior to the end of the Hire Period.
6. **Heating**

You must not bring any heating appliances onto the Premises without our prior consent. You are not permitted to use portable liquefied propane gas (LPG) heating appliances.

1. **Animals**
   1. You must allow guide dogs, hearing dogs and owners of assistance dogs on the Premises.
   2. You are not permitted to take or allow dogs or other animals into the kitchen under any circumstances at any time.
2. **Fly Posting**
   1. You must not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the Premises and must indemnify and keep us indemnified from and against all claims costs, losses and damages arising out of or as a result of any breach of this clause 19. If you fail to observe this clause you may be prosecuted by the local authority.
   2. You must not place any notice, advertisement or poster on our internal and external notice boards without our prior consent.
3. **Sale of Goods**

You must, if selling goods on the Premises, comply with Fair Trading laws and any code of practice used in connection with such sales. In particular, you must ensure that the total prices of all goods and services are prominently displayed, as must be the organiser’s name and address and that any discounts offered are based only on Manufacturers’ Recommended Retail Prices.

1. **Cancellation**
   1. If you wish to cancel the Hire before the start of the Hire Period, the Hire Fee remains due and payable by you or if paid will not be refunded, unless having notified the Bookings Clerk of your wish to cancel the Hire, we are able to re-hire the Premises for the Hire Period in which case the Hire Fee will not be payable or will be refunded (as applicable).
   2. We reserve the right to cancel the Hire by notice to you if:
2. The Premises is required for use as a Polling Station for a Parliamentary or Local Government election or by-election;
3. In our reasonable opinion we consider that: (i) such hiring will lead to a breach of any 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 the Hire;
4. The Premises becomes unfit for your intended use;
5. An emergency occurs which requires the use of the Premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters; or
6. You have failed to disclose the true purpose of the Hire.
7. We require access to the Premises to undertake maintenance, repair or installation work.
   1. In any such case, except in respect of clauses 21.2(b) or 21.2(e), you will be entitled to a refund of the Hire Fee if already paid (together with the Security Deposit, if any), but we will not be liable to you for any other direct or indirect or consequential loss or damages whatsoever. In the case of clauses 21.2(b) or 21.2(e), any Hire Fee paid will not be refunded and if not paid will become due and payable.
8. **Limitation of Liability**
   1. Our liability to you under or in in connection with this Agreement is limited to the amount of the Hire Fee paid by you in respect of the Hire or Hires to which the liability relates, except in the case of death or personal injury caused by our negligence, or fraud or fraudulent misrepresentation on our part or in respect of any other matter for which it is illegal or unlawful for us to limit or purport to limit our liability to you.
9. **End of Hire – Cleaning & Security**
   1. You are responsible for leaving the Premises, the surrounding area and the Inventory in a clean and tidy condition, ready for the next user, with internal doors closed and windows and external doors closed and locked, unless directed otherwise, and any Inventory which have been temporarily removed from the usual positions properly replaced, failing which we may make an additional charge for doing so. All lights (other than emergency exit lights) and kitchen appliances (including the kitchen immersion heater) must be turned off prior to leaving the Premises.
   2. It is your responsibility to remove from the Premises all material brought to the Premises by you, including rubbish, food and food waste, litter and decorations.
   3. Unless you are a regular hirer with your own access key, you must return the key to the Bookings Clerk within 24 hours of the expiry of the Hire Period.
10. **No Alterations**
    1. You must not make any alterations or additions to the Premises, nor install or attach any fixtures or placards, decorations or other articles in any way to any part of the Premises without our prior consent. Costs incurred by us in removing any such items and any adhesives used and in making good any resultant damage or discolouration shall be recoverable from you. At our discretion, any alteration or addition which we have approved may remain on the Premises at the end of the Hire Period. Such items will become our property unless you remove them. In any event, you must make good to our satisfaction any damage caused to the Premises by such removal.
11. **No Rights**

This Agreement only constitutes permission to use the Premises and confers no tenancy or other right of occupation on you.

1. **Entire Agreement**

This Agreement constitutes the whole agreement between the parties relating to the subject matter of this Agreement, to the exclusion of any terms implied by law which may be excluded by contract. We and you each acknowledges that we and you have not been induced to enter into this Agreement and so far as is permitted by law and except in the case of fraud, hereby waives any remedy in respect of, any warranties, representations and undertakings not expressly set out in this Agreement.

1. **Severance**

If any of the provisions of this Agreement is or becomes invalid, illegal or unenforceable or is deemed to be unenforceable, shall be deleted but shall not affect the validity or enforceability of any other provisions of this Agreement.

**THE SCHEDULE**

**INVENTORY OF CONTENTS AT THE PREMISES**

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| **Main Hall & Storerooms**  6 Large display boards   1. Piano   1 Piano chair  11 Large Gopak folding tables  2 Small Gopak folding tables  35 Green plastic stacking chairs  34 Black plastic stacking chairs  24 Blue plastic stacking chairs  1 Chair trolley  6 Plastic traffic cones  5 Small children’s tables  13 Small children’s chairs  25 Sections of staging on trolley  1 Extendable high reach cleaning brush  1 Folding giant floor sweeping broom   1. Rigid table under serving hatch   3 Fire extinguishers (Foam)  87 Champagne glasses  1 notice board  white banqueting rolls (storeroom)  **Committee Room:**  2 Large Gopak folding tables  10 Black plastic stacking chairs  2 Filing cabinets   1. Archive cabinet 2. Fire extinguisher (Foam) 3. Public Address System (kept securely in cabinet)   **Entrance Hall:**   1. Fire extinguishers (Foam; CO2) 2. Umbrella stand   3 Noticeboards  1 KCC plaque  1 Portable warning sign for wet/slippery floors  **Toilets:**  2 Waste bins  1 Table and baby changing mat | **Kitchen:**  1 Metal paper towel holder (free standing)  1 Plastic soap dispenser (fixed to wall)  1 10”x10” mirror (fixed to wall)  1 Unity Radcliffe clock, battery operated  1 Grey plastic kettle 1.7 litre  1 Tower silver kettle 1.7 litre  1 Winter warm heater (fixed above door)  1 Double handed SALTON Hot Tray  2 Metal hot plate racks  1 Cygnet hot water boiler 10 litre capacity  1 Signature catering hot water boiler 10 litre capacity  1 Plastic washing up tidy  1 Metal drying rack/drainer on sink  1 First Aid Manual Dorling Kindersley  1 First Aid box (fixed to wall)  1 Fire Blanket (fixed to wall)  1 Accident Book  1 Fire Extinguisher (CO2)  Kitchen scourers assorted  7 Assorted tea trays +6 disposable serving trays  3 Long handled brushes  2 Dustpan and brushes  1 Red bucket and mop  1 Grey bucket and mop  1 Telescopic duster  3 Wooden door wedges  1 Carry Cutlery tray  2 Bread baskets large  9 Bread baskets small  66 White china saucers  72 White china cups  2 Green earthenware tea pots 4 pint  12 Stainless steel tea pots 1.5 pints  1 Creamer 1/2pt   1. Creamers small   10 Stainless steel sugar bowls   1. Grill pan holder   1 large + 1 small Cutlery trays with stainless steel knives x 42,  dessert spoons x 55, forks x 45, teaspoons x 10  6 large black plastic serving spoons George  87 White china dinner plates  108 White china side plates  99 White china bowls  2 Glass jugs 1 large 1 small  2 Stainless steel 6”serving dishes  1 Metal roasting tray (in oven)  2 Oven shelves |