

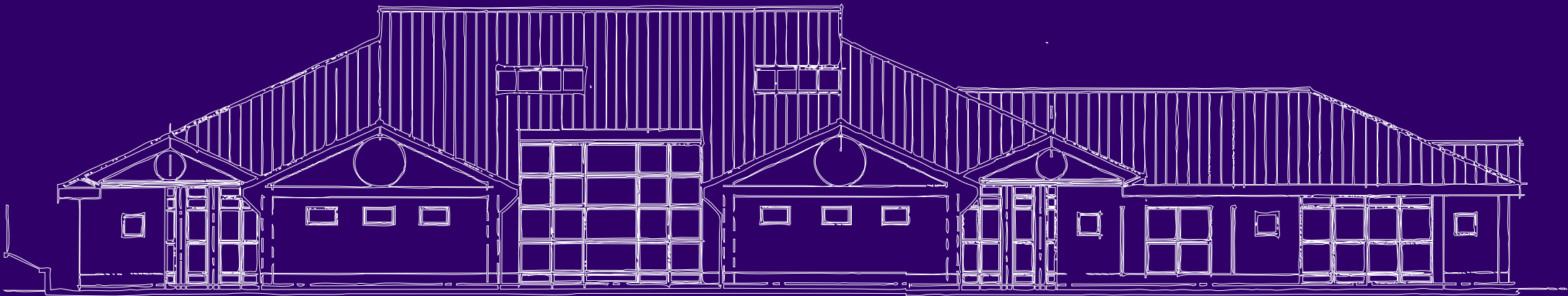
WESTERHAM HALL MANAGEMENT COMMITTEE (1996)  
Registered Charity No. 1070491



## STANDARD CONDITIONS OF HIRE



Published September 2006



***The conditions of hire set out in this booklet follow the recommendations of Action for Communities in Rural England (ACRE) and the South East Rural Community Council (SERCC). ACRE works at a regional and national level to ensure that the importance of village halls and their needs are recognised. Further information may be found at the ACRE web site: <http://www.acre.org.uk>***

***These standard conditions apply to all hirings of Westerham Hall. If the Hirer is in any doubt as to the meaning of the following, the Hall Secretary, Manager or Booking Clerk should immediately be consulted.***

## **1. 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 Hall Manager or 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.

## **2. 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.

## **3. 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.

## **4. Licences**

The Hirer shall ensure that the Westerham Hall holds a Performing Society Rights 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 Westerham Hall the Hirer should ensure that they hold the relevant licence or Westerham Hall holds it.

## **5. Public Safety Compliance**

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Licensing Authority 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.

- (a) The Hirer acknowledges that he/she has received instruction in the following matters:
- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
  - The location and use of fire equipment (see diagram provided on pages 6&7).
  - 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 in good working order.
  - 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 and unobstructed.
  - That there are no obvious fire hazards on the premises.

## **6. Means of Escape**

- (a) All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.

- (b) The emergency lighting supply illuminating all exit signs and routes are automatic and must not be turned off during the whole of the time the premises are occupied.

## **7. Outbreaks of Fire**

The Fire Brigade shall be called (see diagram on pages 6&7 for location of phone) to any outbreak of fire, however slight, and details thereof shall be given to the secretary of the management committee.

## **8. 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 kitchens are provided with a refrigerator and thermometer.

## **9. 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.

## **10. Indemnity**

- (a) The Hirer shall indemnify and keep indemnified each member of Westerham Hall Management Committee and Westerham Hall's employees, volunteers, agents and invitees against (i) the cost of repair of any 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 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 suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer.

- (b) The Hirer shall take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against the Hirer's liability under paragraph 10(a) and all claims arising as a result of the hire and on demand shall produce the policy and current receipt or other evidence of cover to the Hall Secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the Hall Secretary to rehire the premises to another hirer.

Westerham 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 public to the Hall Manager or to a member of the Westerham Hall Management Committee as soon as possible. Any failure of equipment belonging to the Hall 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 local authority. The Hall Secretary will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

## **12. Explosives and Flammable Substances**

The hirer shall ensure that:

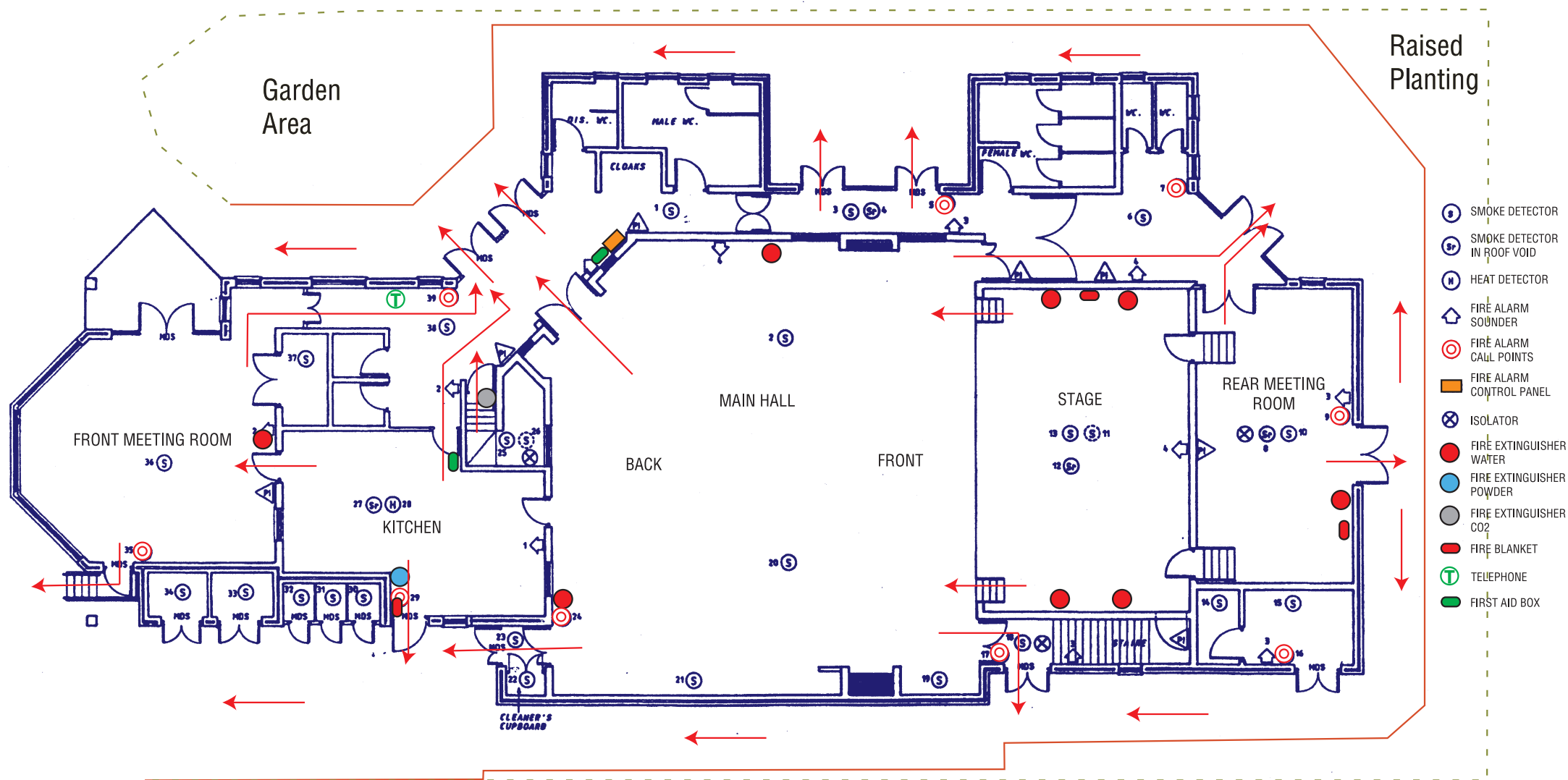
- (a) Highly flammable substances are not brought into, or used in any part of the premises and that
- (b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Management Committee. No decorations are to be put up near light fittings or heaters.

## **13. 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.

## **14. Drunk and Disorderly Behaviour; Supply of Illegal Drugs**

The Hirer shall ensure that in order to avoid disturbing neighbours of the hall 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 nor 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.



To nearest public  
telephone in corner  
of car park

Westerham Hall  
Emergency Plan  
Exit Routes & Fire Appliances

### **15. 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 Westerham Hall Management Committee. No animals whatsoever are to enter the kitchen at any time.

### **16. 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 Criminal Records Bureau 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 Westerham Hall Management Committee with a copy of their Child Protection Policy on request.

### **17. Fly Posting**

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and shall indemnify and keep indemnified each member of Westerham Hall Management Committee 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.

### **18. Sale of Goods**

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

### **19. Cancellation**

If the Hirer wishes to cancel the booking before the date of the event and Westerham Hall is unable to conclude a replacement booking, the question of the payment or the return of a fee shall be at the discretion of the Westerham Hall Management Committee.

Westerham Hall Management 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 Polling Station for a Parliamentary or Local Government election or by-election.
- (b) Westerham 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 Westerham Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

## **20. End 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 Westerham Hall 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, 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**

Westerham Hall accepts no responsibility for any stored equipment or other property brought on 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.

Westerham Hall may, in its discretion in any of the following circumstances, dispose of any 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: namely-

- (a) in respect of stored equipment, failure by the Hirer either to pay any storage charges due and payable or to remove the same within 7 days after the agreed storage period has ended.

- (b) in respect of any other property brought on to the premises for the purposes of the hiring, failure by the Hirer to remove the same within 7 days after the hiring.

## **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 Hall Secretary. Any alteration, fixture or fitting or attachment so approved shall at the discretion of Westerham Hall remain in the premises at the end of the hiring. It will become the property of Westerham Hall unless removed by the hirer who must make good to the satisfaction of the hall.

## **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.

## **FURTHER INFORMATION**

### **Plan of Westerham Hall.**

Please see the plan in the centre-fold of this booklet.

### **Access.**

The Hall will be opened for your hiring by the manager or by other arrangement at the time you have indicated for your hiring. Please ensure that any outside caterers, contractors and bar staff are aware of the period of hire as they will not be able to enter before or leave after the hire period.

Please telephone the hall manager on **01959 562682** in case of difficulty.



Guests are expected to vacate the premises within fifteen minutes of the end of a licensed period. After 11:45pm (unless the event is New Year's Eve) only those helping to clear up the hall should be on the premises. Failure to comply with this will result in forfeiture of your deposit.

### **Safety**

Westerham Hall has a No Smoking Policy.

In the event of a fire, the hall should be evacuated in an orderly manner using the appropriate exits, and the Fire Brigade called by dialing 999.

The exact location of the nearest telephone, fire exits and fire extinguishers must be noted before the hall is occupied and the manner of opening Fire Doors should be made known to your guests. (A sketch plan showing these is on pages 6&7).

Please use the trolleys provided for moving chairs and tables in order to avoid injury. Please stack chairs and tables as found or as indicated by the Hall Manager.

The Accident Reporting Book is kept in a marked drawer in the kitchen.

First aid boxes are located in the entrance hall and in the kitchen.

### **Power Circuits/Heating**

Hirers are requested not to try to adjust the heating controls. Please let the manager know, in advance, if you need the hall to be particularly warm or cold.

### **Hall Telephone**

The Westerham Hall telephone is located in the entrance lobby. This is for emergency use only and has a list of contact numbers beside it.

### **Car Parking**

The car park adjacent to the hall is a public car park with a pay-and display system in operation.

### **Consideration for Others**

Please ask your guests to leave quietly at the close of your event. Car doors banging and loud talk in the car park are disturbing to local residents.

Please do not use drawing pins, Sellotape, Blu-Tack or other fastenings on the walls or other surfaces, use Blu-tack if you need to put up notices or decorations. Do not fix decorations near light fittings or heaters.

Please leave the hall clean and tidy and leave waste in the bins outside or take it home. In particular we ask you to ensure table tops are wiped clean before being stacked.

### **Faults/ Damage/ Comments**

Please report any faults or damage to the manager as soon as possible so that they can be rectified quickly. The Management Committee welcome comments or observations that you may have about your hire of Westerham Hall.