

Chalke Valley Sport Centre and Grounds, Standard conditions of hire.

These standard conditions will be made available to all hirers either in hard or electronic copy. If the Hirer is in any doubt as to the meaning of any of the conditions, the Chalke Valley Sport Centre (herby known as CVSC) Booking Clerk 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

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 CVSC 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 including the car park and grounds if any 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 or unsuitable 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 permission.

4. Insurance and indemnity -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 CVSC 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 CVSC 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.
- The CVSC is insured against any claims arising out of its **own** negligence.

5. 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.

6. Film

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 licences for film.

7. Childcare Act 2006

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable Groups Act 2006 and only fit and proper persons who have passed the appropriate Criminal Records Bureau checks should 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 CVSC management committee with a copy of their CRB check and Child Protection Policy on request.

8. 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, and the 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 shall also comply with the hall's health and safety policy.

The Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to the CVSC management committee.

- (a) The Hirer acknowledges that they have received instruction in the following matters: (see notice boards in reception area)
- Action to be taken in event of fire, includes calling the Fire Brigade and evacuating the hall.
 - The location and use of fire equipment. Escape routes and the need to keep them clear.
 - Method of operation of escape door fastenings., and an appreciation of the importance of fire doors and of closing all fire doors at the time of a fire.
 - Location of the first aid box and accident book (located in the kitchen)

9. 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. In any event Music should cease at Midnight and the hall should be evacuated by 00.30

10. Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall ensure that in order to avoid disturbing neighbours to the hall and avoid violent or criminal behaviour; care shall be taken to avoid excessive consumption of alcohol. No illegal drugs may be brought onto the premises. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. 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 in accordance with the Licensing Act 2003.

11. 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.

NOTE; The premises are equipped with limited catering equipment and refrigerator capacity.

12. Gas & 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 and with a current PAT test. Where a residual circuit breaker is provided the hirer **must** make use of it in the interests of public safety.

13. Stored equipment

The CVSC 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.

14. 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 there under. Any person who breaches this provision shall be asked to leave the premises. The Hirer shall ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

15. Accidents and dangerous occurrences

Any failure of equipment belonging to the CVSC or brought in by the Hirer must also be reported **as soon as possible**. The Hirer must report all accidents involving injury to the public to a member of the village hall management committee **as soon as possible** and complete the relevant section in the CVSC accident book. Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. The CVSC Booking Secretary will give assistance in completing this form and can provide contact details

16. 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.

17. 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. Please do not make any adjustments to the building thermostats.

18. 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 CVSC. No animals whatsoever are to enter the kitchen at any time.

19. 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 the CVSC 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.

20. 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.

21. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the CVSC 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 CVSC committee. The CVSC 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 CVSC 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 natural disasters or local emergencies.

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

22. End of hire

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, correctly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the CVSC shall be at liberty to make an additional charge.

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 CVSC Bookings Secretary. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the CVSC remain in the premises at the end of the hiring. It will become the property of the CVSC unless removed by the Hirer who must make good to the satisfaction of the CVSC 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.