

SCHEDULE OF STANDARD CONDITIONS

1. Supervision

THE HIRER will, 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.

There must be at least one person over the age of 21 years of age present and in charge at all times.

2. Use of Premises

THE HIRER will 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 to anything or bring onto the premises anything which might endanger the same or render invalid any insurance policies in respect thereof.

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. Public Safety Compliance

THE HIRER shall comply with the Conditions of the Public Entertainment Licence by ensuring that number of people within the Premises at any one time does not exceed 260 persons (216 when used for dancing) .

THE HIRER shall take responsibility for assessing all risks associated with the purpose of hiring as described in clause 6 of the Stonegate Village Hall Hiring Agreement.

5. Health and Hygiene

THE HIRER shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.

6. Electrical Appliance Safety

THE HIRER will ensure that any electrical appliances brought by him to the premises and used there shall be safe and in good working order, and used in a safe manner.

7. Indemnity

THE HIRER will indemnify the Committee for the cost of any damage done to any part of the property including the cartilage thereof or the contents of the buildings which may occur during the period of the hiring as a result of or in connection with the hiring.

THE HIRER shall be responsible for making arrangements to insure against any third party claims which may lie against him or her (or the organisation if acting as a representative) whilst using the Village Hall. (The Village Hall is insured against any claims arising out of its own negligence).

8. Accidents and Dangerous Occurrences

THE HIRER must report all accidents involving injury to the public to the Authorised Representative or any other member of the Village Hall Committee as soon as possible. Any failure of equipment either that belonging to the Hall or brought in by the hirer must also be reported as soon as possible.

9. Animals

THE HIRER will ensure that no animals (including birds) except guide dogs are brought into the hall, other than for a special event agreed to by the Committee. No animals whatsoever are to enter the kitchen at any time.

10. Compliance with The Children Act 1989

THE HIRER will ensure that any activities for children under eight years of age comply with the provisions of The Children Act 1989, and any amendments thereto, and that only fit and proper persons have access to the children.

11. Sale of Goods

THE HIRER will, if selling goods on the premises, comply with the Fair Trading Laws and any code of practice used in connection with such sales. In particular, the Hirer will 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.

12. Cancellation by the Hirer

IF THE HIRER wishes to cancel the booking before the date of the event and the Committee is unable to conclude a replacement booking, the question of the payment or the repayment of the fee paid or payable under Clause 5 hereof shall be at the discretion of the Committee.

13. Cancellation by the Committee

THE COMMITTEE reserves the right to cancel this hiring in the event of the hall being required for use as a Polling Station for a Parliamentary, European or Local Government election or bye-election, in which case the Hirer shall be entitled to a refund of any deposit already paid.

14. Unfit for Use

In the event of the Hall or any part of it being rendered unfit for the use for which it has been hired (howsoever caused), the Committee will not be liable to the Hirer for any resulting loss or damage whatsoever.

15. Refusal of Booking

THE COMMITTEE reserves the right to refuse a booking without notice or to cancel this agreement at any time either before or during the term of the agreement upon giving 7 days notice thereof in writing to the Hirer.

16. End of Hire

THE HIRER will 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 Committee will be at liberty to make an additional charge for remedying these matters.

17. Noise

THE HIRER will ensure that the minimum of noise is made on arrival and departure of all using the Hall during the period of the hiring and immediately thereafter.

18. Public Entertainment

No public music, dancing or entertainment, plays or films shall take place in the Hall except on:-

Weekdays: Between 10.30 a.m. and 10.45 p.m. Saturdays: Between 10.30 a.m. and 11.45 p.m.

(New Year's Eve until 00.30)

The sale of alcohol is restricted to the following hours:-

Monday - Thursday:

Friday and Saturday:

Sunday

(New Year's Eve until 00.30)

Between 10.00 a.m. and 11.00 p.m. Between 10.00 a.m. and 11.30 p.m.

Between 10.00 a.m. and 11.00 p.m.

19. Rubbish

It is the Hirer's responsibility to a) provide sufficient refuse bags for their purposes, and b) remove all rubbish produced from the Premises.

20. Damage

The Hirer's deposit will be used to pay for any loss of whatever nature or damage to the Hall, equipment, contents and any additional cleaning over the normal cleaning that may be required following the hiring of the Hall by the Hirer. Any balance of deposit will be returned to the Hirer.

If the deposit is insufficient to cover the damage caused, then the Hirer will be informed and an invoice covering the additional amount, together with hire charges, will be sent to the Hirer for settlement.

21. Period of Hire

The period of hire of the Hall commences when the key to the Hall is received by the Hirer and ends when the key is returned at the end of the

event for which the Hall was hired. It includes all preparation and laying out before the event and all time spent clearing up at the end of the event.

22. Sale or Supply of Alcohol

THE HIRER is responsible at all times for the behaviour of their guests and for monitoring the sale or supply of alcohol. This responsibility cannot be delegated to a third person.

The key responsibilities are:-

- a) the prevention of crime and disorder
- b) public safety
- c) the prevention of public nuisance, and
- d) the protection of children from harm

The key objectives in fulfilling these four responsibilities are satisfied by denying the sale or supply of alcohol to the following people:

- a) minors, people under the age of 18
- b) anyone who, in your opinion, is inebriated

THE HIRER'S decision is final in both regards.

The sale or supply of alcohol is restricted to private functions only where the guests have been specifically invited or have purchased tickets to attend.

23. Smoking

The premises are a no-smoking area. The premises include the hall, the car park and bordering land as in clause 5 of the Hiring Agreement.