

# Standard Conditions of Hire

From this point forward, Ashford Carbonell Village Hall and Recreation Ground will be collectively referred to as ACVH. The following terms and conditions apply to all hiring of the village hall facilities. It's important for the Hirer to fully understand these stipulations. Should there be any uncertainty or need for clarification regarding the meaning of the terms outlined below you should consult with the Hall Bookings Secretary.

## Supervision

During the rental period, the Hirer is responsible for overseeing the premises, including the building, its contents, and ensuring their protection from any damage or alterations. This responsibility extends to managing the behavior of all individuals using the facility, regardless of their role. The Hirer must also ensure proper car parking arrangements to prevent highway blockages. The Hirer is obligated to repair or financially cover any damages to the premises, fixtures, fittings, or contents, whether accidental or intentional, and compensate for any lost items or earnings.

## Use of Premises

The Hirer is only authorized to use the premises for the purposes outlined in the Hiring Agreement and must not sub-hire or allow the premises to be used for illegal activities or in any unlawful manner. The Hirer must also ensure that nothing is done, nor any item brought onto the premises, that could endanger the facility or invalidate its insurance policies. Importantly, the consumption of alcohol on the premises is permitted only if it is purchased from the premises. Alcohol can only be consumed on the premises if purchased from the premises. No external alcoholic beverages are allowed without written permission of the Booking Secretary or representative.

## Smoking

Smoking is not permitted in the hall or on the recreation ground.

## Gaming, Betting, and Lotteries

The Hirer is responsible for ensuring that all activities conducted on the premises fully comply with the legal regulations concerning gaming, betting, and lotteries. It is imperative that no actions or events take place that would violate these laws.

## Public Safety Compliance

The Hirer must adhere to all safety regulations and conditions set forth by the Fire Authority, Local Authority, and Licensing Authority, especially for events involving regulated entertainment, alcohol sale or provision, or attendance by children.

The Hirer confirms having received instructions on the following essential safety measures:

- Procedures to follow in case of a fire
- Locations and operation of fire safety equipment,
- Designated escape routes and the importance of keeping them unobstructedHow to operate emergency exit door fastenings.
- The position of the Hall's First Aid Box & Accident Book, located in the Kitchen
- The designated Assembly Point for the Hall, which is the MAIN CAR PARK

## Means of Escape

Before the commencement of the event, the Hirer is required to perform a safety check to ensure:

- All fire exits are unlocked, and panic bolts are functioning correctly.
- All escape routes and corridors are clear of obstructions and safe for use.
- Exit signs are clearly illuminated.
- The premises are free of any apparent fire hazards.

## Outbreaks of Fire

In the event of any fire outbreak, no matter how small, it is the responsibility of the Hirer to immediately call the Fire Brigade (dial 999). After ensuring emergency services have been contacted, the Hirer must also report the incident and provide details of the occurrence to the Bookings Secretary.

## Health and Safety

### Hygiene

If the Hirer is involved in preparing, serving, or selling food, they must adhere to all relevant food health and hygiene legislation and regulations. Specifically, dairy products, vegetables, and meat on the premises must be refrigerated and stored in compliance with Food Temperature Regulations. The premises are equipped with refrigerators and thermometers for this purpose. Additionally, all food and refreshments brought onto the premises by the Hirer must be removed at the end of the event, unless there is a prior agreement allowing for their storage.

### Electrical Appliance Safety

Any electrical appliances brought onto the premises must be safe, in good working order and used in a safe manner

## Animals

Animals, (with the exception of guide dogs) are not allowed within the kitchen or on the playing field

## Indemnity

- Indemnification by the Hirer:

The Hirer agrees to protect and compensate each member of ACVH, as well as the Village Hall's volunteers, agents, and guests, against:

1. Costs for repairing any damage to any part of the premises, including its surrounding area (curtilage), or to the contents of the premises.
2. All claims, losses, damages, and expenses related to property damage or personal injury resulting from the Hirer's use of the premises, including equipment storage.
3. Any claims, losses, damages, and costs incurred due to nuisance caused to third parties as a result of the Hirer's use of the premises.

Note: The Village Hall has its own insurance for claims arising from its negligence.

## Accidents and Dangerous Occurrences

The Hirer is required to immediately report any accidents resulting in injury to the public to a member of ACVH. Additionally, the Hirer must record the incident in the Village Hall's accident book, located in the Kitchen]. In the event of any equipment failure, whether it belongs to the Village Hall or is provided by the Hirer, this must also be reported promptly.

Under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR), certain types of accidents and injuries need to be reported on a specific form to the local authority. The Bookings Secretary is available to assist the Hirer in filling out this form when necessary.

## Explosives and Flammable Substances

The Hirer is responsible for ensuring the following safety measures:

- Highly Flammable Substances: No highly flammable substances, such as gas bottles, are to be brought into or used in any part of the premises.
- Combustible Decorations: Internal decorations made of combustible materials (e.g., polystyrene, cotton wool) are not permitted without prior consent from the Trustees. Additionally, decorations must not be placed near light fittings or alarm sensors.
- Fireworks and Chinese Lanterns: The use of fireworks or Chinese Lanterns is strictly prohibited both inside and outside the building including the recreational field.

## Heating

The Hirer must adhere to the following guidelines regarding heating appliances:

- **Unauthorized Heating Appliances:** The use of unauthorized heating appliances on the premises is strictly prohibited.
- **Portable LPG Heaters:** The use of Portable Liquefied Propane Gas (LPG) heating appliances is not allowed under any circumstances.
- **Thermostat Settings:** The premises' heating system is regulated by a thermostat. Hirers are not permitted to alter the thermostat settings.
- **Adjustments in Colder Weather:** In case of colder weather, the thermostat will be adjusted appropriately by the Booking Secretary or the person responsible for hall maintenance.
- **Emergencies:** Should any emergency related to heating arise, the Hirer should immediately contact the Booking Secretary

## Drunk and Disorderly Behaviour and Supply of Illegal Drugs

The Hirer is responsible for ensuring the following regarding the consumption of alcohol and behavior on the premises:

- **Moderation in Alcohol Consumption:** Care must be taken to avoid excessive alcohol consumption to prevent disturbances to neighbors and to reduce the risk of violent or criminal behavior.
- **Prohibition of Drunk and Disorderly Conduct:** Drunk and disorderly behavior is strictly prohibited both on the premises and in its immediate vicinity.
- **Restrictions on Alcohol Service:** Alcohol must not be served to anyone who appears to be intoxicated or is suspected to be under the legal drinking age of 18.
- **Illegal drugs:** No illegal drugs may be brought onto the premises
- **Handling of Misconduct:** Any individual who is suspected of being drunk, under the influence of drugs, or engaging in violent or disorderly conduct must be asked to leave the premises immediately

## Compliance with The Children Act 1989

Where applicable, the Hirer is required to adhere to the provisions of The Children Act of 1989.

## Sale of Goods

When selling goods on the premises, the Hirer must adhere to all applicable Fair Trading Laws and follow any relevant codes of practice associated with such sales. Specifically, the Hirer is required to:

- Clearly display the total prices of all goods and services.
- Prominently display the name and address of the organizer.
- Ensure that any discounts offered are based solely on the Manufacturer's Recommended Retail Prices (MRRP).

## Cancellation Policy

### Cancellation by ACVH:

ACVH reserves the right to cancel any hiring agreement by providing written notice to the Hirer under the following circumstances:

- If the premises are needed as a Polling Station for Parliamentary or Local Government elections or by-elections.
- If ACVH reasonably believes that the hiring will lead to a violation of licensing conditions, other legal or statutory requirements, or that it may result in unlawful or inappropriate activities on the premises.
- If the premises become unfit for the intended use by the Hirer.
- In cases of emergency where the premises are required as a shelter for victims of natural disasters or other emergencies (e.g., flooding, snowstorm, fire, explosion).

In such cases, the Hirer will receive a full refund of any deposit paid. However, ACVH will not be responsible for any direct or indirect losses or damages suffered by the Hirer as a result of the cancellation.

### Cancellation by the Hirer:

If the Hirer wishes to cancel the booking, they should inform ACVH as soon as possible. The following conditions apply:

If cancellation occurs more than 30 days before the event, a full refund will be issued.

If cancellation occurs within 14 days of the event, 50% of the booking fee will be retained by ACVH.

If cancellation occurs less than 7 days before the event, no refund will be issued unless ACVH is able to secure a replacement booking. The decision to refund under these circumstances is at the discretion of ACVH.

These conditions aim to cover the costs and losses incurred due to late cancellations.

## End of Hire Responsibilities

The Hirer is responsible for ensuring the following at the end of the hire period:

1. Cleanliness and Tidiness: The premises and surrounding area must be left clean and tidy. This includes locking and securing the premises, unless instructed otherwise by ACVH. Failure to do so may invalidate the Village Hall's insurance policy, and the Hirer may be liable for any consequential losses.
2. Restoration of Contents: Any items moved from their original positions must be returned to their proper places. Failure to do so may result in an additional charge from the ACVH.

### Specific Responsibilities:

1. Cleaning:
  - a. All used areas, including the Entrance Hall, Kitchen, and Toilets, must be swept and, if necessary, mopped (especially in case of liquid spills).

- b. If the kitchen is used, the Hirer must clean all appliances (Hob, Cooker, Hot Cupboard, Refrigerators, Sinks, and Worktops). Cleaning materials are provided.
  - c. Used Crockery and Cutlery should be washed, dried using the provided tea towels, and stored in the designated cupboards as instructed.
2. Removal of Rubbish:
  - a. Empty all internal waste bins into black bin bags and place these bags in the large Wheelie Bin near the entrance door.
  - b. Dispose of recyclable materials as per the current local authority guidelines in the green wheelie bins located near the entrance door.

**All or part of the deposit may be kept by ACVH if you fail to comply with these specific requirements.**

## Noise Management

The Hirer is responsible for managing noise levels to minimize disturbance:

- Arrival and Departure: Ensure that noise is kept to a minimum during arrival and departure, especially late at night, to avoid disturbing the surrounding neighborhood.
- Use of Sound Equipment: When using sound amplification equipment, the Hirer must utilize any noise limitation devices provided at the premises. Additionally, adhere to all licensing conditions related to noise control for the premises.

## Stored Equipment and Property

Liability for Personal Property: The Village Hall is not responsible for any equipment or personal property brought onto or left at the premises. The Hirer assumes all risk of loss or damage to their property, as ACVH expressly excludes any liability in this regard.

## Removal of Equipment and Property:

All equipment and property, except for items pre-agreed to be stored, must be removed at the end of each hiring period. Failure to do so will result in a daily charge, equivalent to the hire fee, for each day or part of a day until the items are removed.

Discretionary Removal by ACVH:

ACVH Trust reserves the right to take action in the following circumstances:

- Stored Equipment: If the Hirer fails to pay any due storage charges or does not remove the stored equipment within 7 days after the agreed storage period ends.
- Other Property: If the Hirer fails to remove any property brought onto the premises for the hiring within 7 days after the event, ACVH may dispose of such items. This can include sale or other means, and the Hirer will be charged for any costs incurred in storing, selling, or disposing of these items.

## Restrictions on Alterations

1. Approval Required for Changes:
  - a. The Hirer is not permitted to make any alterations or additions to the premises, nor can they install any fixtures or attach placards, decorations, or other items to any part of the premises without the prior written consent of the Bookings Secretary.
2. Ownership and Removal of Approved Additions:
  - a. Any alterations, fixtures, or fittings approved by the Bookings Secretary may, at the discretion of ACVH, become permanent additions to the premises and thus the property of the Village Hall upon the conclusion of the hiring period.
  - b. If the Hirer chooses to remove these items, they must do so carefully and are responsible for repairing any damage caused by the removal to the satisfaction of ACVH.

## Nature of Agreement

The Hiring Agreement grants the Hirer only the permission to use the premises for the duration specified. It does not establish any form of tenancy, nor does it confer any other rights of occupation to the Hirer.

## Key and Entry Code Management

1. Ownership and Return of Keys and Codes:
  - a. The keys and entry code provided to the Hirer for access to the premises are the property of ACVH Trust. These must be returned to ACVH Trust immediately after the hire period concludes.
2. Prohibition on Sharing:
  - a. The Hirer is strictly prohibited from sharing or passing these keys and entry codes to any unauthorized third parties.

### Liability for Misuse:

- Should ACVH Trust incur any damage or loss due to the Hirer's unauthorized sharing of keys or entry codes, the Hirer will be held responsible and liable for covering all associated costs.

## Car Park Usage Guidelines

1. Capacity and Designated Spaces:
  - a. The car park provides a total of 20 parking spaces, including 2 designated bays for disabled parking. Only blue badge holders are allowed to use these designated disabled parking spaces.
2. Restrictions:
  - a. Caravans are strictly prohibited from parking in the car park.
  - b. Trailers are permitted only if they are directly related to the event (e.g., for bars, catering).
3. Purpose of Use:
  - a. The car park should be used solely for parking vehicles related to events at the premises and should not be utilized for any other activities or purposes

## General Guidelines

1. Chairs & Tables:
  - a. Available: 70 chairs, 8 large, and 12 small tables stored in the chair and table store.
  - b. Handling: Use trolleys for transportation; do not drag across the floor. Stack chairs (max 8 per stack) in the store after use.
  - c. Outdoor Seating: Contact the Bookings Secretary for arrangements if additional outdoor seating is needed. Do not use upholstered chairs outside.
  - d. Cleanliness: Wipe table tops before stacking in the Chair store.
2. Kitchen:
  - a. Hot Water: For small quantities, use kettles. For larger quantities, use the heater (instructions are on the wall). Be cautious as the water is very hot.
  - b. Washing Up: Beware of hot water in the sink.
  - c. Food Preparation: Follow guidance notes displayed in the Kitchen.
  - d. Crockery and Cutlery: Clean and stack as per instructions; capacity for 120 settings.
  - e. Tea Towels: Stored by the cooker. Used towels should go in the bin provided.
  - f. Storage: Spare toilet rolls and paper towels are under the sink.
3. External Lighting:
  - a. Use outside lights for events after dark. Ensure all are turned off, including side and rear terrace lights, when leaving.
4. Fire Alarm Procedure:
  - a. In case of false alarm, go to the panel in the Entrance Hall.
  - b. Enter the code, press "Sounders Off" (1), then "Reset" (3).
  - c. The alarm will reset automatically.
5. Decorations & Display Facilities:
  - a. Use pin boards and hooks for displays and decorations.
  - b. Avoid fixing decorations near light fittings, radiators, or alarm sensors.
  - c. Do not use Sellotape, Blu Tack, string, or coloured ribbon unless you remove all traces afterwards.

6. Faults/Damage/Comments:
  - a. Report any faults or damage in the Defects Log in the Kitchen and to the Booking Secretary.

ACVH Trust welcomes feedback and hopes you enjoy your use of the Village Hall.

## Sound/Audio-Visual (AV) System Usage Policy

- Equipment Provision:
  - The hall is equipped with state-of-the-art Audio-Visual (AV) equipment designed to facilitate the performance of music and/or video presentations.
- Operation and Care:
  - All AV equipment must be operated responsibly and with care to avoid any damage to the components.
  - Users are prohibited from removing cables or connecting any external equipment to the AV system without prior approval from the management.
- Induction Loop System:
  - For the benefit of users with hearing aids, the hall is equipped with an induction loop system.
  - Detailed instructions for using the induction loop are provided alongside the AV equipment.
- Event Lighting:
  - Specialized event lighting is available and can be arranged for use upon request.
  - Interested parties should contact the Bookings Secretary to discuss specific lighting requirements and availability.
- Access to Instructions:
  - Comprehensive instructions for all AV and lighting equipment are available.
  - For further information or assistance, please contact the Bookings Secretary.