

## CALDBECK PARISH HALL

### Conditions of Hire (revised July 2022)

These conditions apply to all hirings of the Hall. If the Hirer is in any doubt as to the meaning of any of the following, the Hall Committee Representative (whose name and contact details are on the Booking Form) should be consulted.

**These conditions apply during the period of the hiring which will be before during and following the Event while the Hirer or others on the Hirer's behalf or by the Hirers permission are using the Hall**

**The expression "the Hall" means the building of the Caldbeck Parish Hall and its curtilage**

#### **1. Supervision**

**The Hirer shall be responsible for**

- 1.1 the supervision of the Hall, the fabric and the contents, taking care of them, and keeping them free from damage or abuse however slight
- 1.2 the behaviour of all persons using the Hall whatever their capacity
- 1.3 supervision of car parking so as to avoid an obstruction of the highway. CARS MUST NOT PARK ON BOTH SIDES OF THE ROAD outside the Hall.
- 1.4 becoming fully conversant with all fire exits, evacuation procedures, meeting points and location of fire extinguishers.
- 1.5 observing all relevant food, health and hygiene legislation and regulations if preparing, serving or selling food in the Hall
- 1.6 ensuring that any electrical appliances brought to the Hall and used there shall be safe and in good working order, and used in a safe manner.
- 1.7 if selling goods in the Hall, complying with Fair Trading Laws and any code of practice applicable in connection with such sale. 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
- 1.8 ensuring that the minimum of noise is made on arrival and departure of Hall users particularly late at night and early in the morning
- 1.9 ensuring that any activities for children, young people and adults at risk are only provided by fit and proper persons in accordance with the Children Act 1989 and 2004, the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, you must provide us with a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS). All reasonable steps must be taken to prevent harm, and to respond appropriately when harm does occur. Relevant concerns must be reported.

#### **2. Use of Hall**

The Hirer shall not

- 2.1 use the Hall for any purpose other than the Event Purpose set out on the Booking Form
- 2.2 sub-hire the Hall
- 2.3 use the Hall or allow the Hall to be used for any unlawful purpose or in any unlawful way

- 2.4 do anything or bring onto the Hall anything which may endanger the same or render invalid any insurance policies
- 2.5 allow naked flame candles to be used in the Hall. It is suggested that battery operated candles could be used for events requiring candlelight.
- 2.6 put up any decorations which are a fire risk or hazard
- 2.7 allow the consumption of alcohol unless agreed on the Booking Form
- 2.8 sell alcohol without obtaining a Licence.
- 2.9 permit anyone to smoke inside the building of the Hall
- 2.10 allow the occupancy of the Hall to exceed :  
Main room in Hall : 150 persons seated,
- 2.11 damage abuse or remove any cutlery crockery glassware or utensils or other contents belonging to the Hall
- 2.12 make any alterations or additions to the Hall
- 2.13 use nails drawing pins or other surface damaging items inside the Hall except as instructed by the Hall Committee Representative
- 2.14 occupy the Hall between midnight and 7 am without express consent on the Booking Form

### **3. Accidents damage cleaning and condition**

The Hirer shall

- 3.1 Report to the Hall Committee Representative as soon as possible
  - 3.1.1 all accidents involving injury to any person and make a complete record of this in the Accident Book. The Accident Book can be found in the kitchen. **Important** : When any Occurrence or Accident or Injury occurs to any person in or around the Hall which is not the liability of the Parish Hall Committee then it is the Hirer's sole responsibility to make a full and comprehensive report to the Health and Safety Commission. This is a legal requirement.
  - 3.1.2 any failure of electrical equipment belonging to the Hall
  - 3.1.3 any failure of electrical equipment brought in by the Hirer if such failure may have caused damage to the Parish Hall electric circuitry
  - 3.1.4 any damage to the Hall wants of repair or problems with the Hall and its fixtures and fittings or damage to or loss of any of its contents
- 3.2 Pay on demand for all damage (including accidental damage) to the Hall or to the fixtures, fittings or contents and for loss of contents
- 3.3 After the Event
  - 3.3.1 replace contents temporarily removed from their usual positions
  - 3.3.2 turn off the lights,
  - 3.3.3 check the dishwasher is left clean and emptied,
  - 3.3.4 leave the Hall in a clean and tidy condition,
  - 3.3.5 properly lock the Hall with all doors secured
  - 3.3.6 in particular remove all cigarette ends and other debris from outside or inside the Hall building
  - 3.3.7 report as required by 3.1.4 above
  - 3.3.8 leave cookers clean as otherwise cleaning will be charged
- 3.4 Pay on demand for any breach of 3.3

#### **4. Cancellation**

4.1 If the Hirer wishes to cancel the booking more than 3 weeks before the date of the Event he may do so without penalty or fee

4.2. If the Hirer wishes to cancel the booking less than 3 weeks before the date of the Event the fee will be payable as set out on the Booking Form

4.3. The Hall Committee reserves the right to cancel the hiring by written notice to the Hirer in the event of:

4.3.1 The Hall being required for use as a Polling Station for a Parliamentary or Local Government election or bye-election.

4.3.2 The Hall Committee reasonably considering that the hiring would lead to a breach of licensing conditions or other legal or statutory requirements, or would lead to unlawful or unsuitable activities taking place at the Hall as a result of this hiring. Immediate notice may be given under this paragraph at any time before or during the Event.

4.3.3 The Hall becoming unfit for the purpose set out on the Booking Form

4.4 In the event of any such cancellation under 4.3.1 or 4.3.3 the Hirer shall be entitled to a refund of any deposit already paid

4.5 the Caldbeck Parish Hall Committee shall not be liable to the Hirer for any direct or indirect loss or damages whatsoever resulting from any cancellation under this clause

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#### **5. General**

5.1 The management Committee accepts no responsibility for any equipment or other property brought on to or left at the Hall by the Hirer, and all liability on the part of the Management Committee for loss or damage is excluded

5.2 The Conditions of Hire constitute permission only to use the Hall and confers no tenancy or other right of occupation on the Hirer.

5.3 In the event of damage being caused to the Hall or its contents the Hirer will be responsible for the full cost of repair/replacement.