# Warcop Parish Hall – Conditions of Hire

These standard conditions must be made available to all hirers either in hard or electronic copy and be made available for all on the Hall notice board or in the File of Information in the kitchen and on the Warcop Parish Hall Website. If the Hirer is in any doubt as to the meaning of any of the conditions, the Booking Secretary should immediately be consulted.

## 1. Age

All hirers must be over the age of 18.

## 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 and safety from damage
the behaviour of all persons using the premises whatever their capacity,
proper supervision of car parking arrangements to avoid obstruction of the highway.

As directed by the Hall Chairperson, 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.

Supervisors should be fully qualified to safely oversee the activities proposed. Copies of any formal required qualifications may be requested.

## 3. 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-let the premises or any part thereof, or use the premises or allow the premises to be used for any unlawful or unsuitable purpose 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.

## 4. Insurance and indemnity

Notwithstanding the clarifications below, the Hirer is required to provide their own activity specific insurance covering Public Liability, Employer Liability and Professional Indemnity (as appropriate) to cover the activities proposed during the hire period.

(a) 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 Parish Hall Trustees, 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 Parish Hall Trustees, 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, and

subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of the Parish Hall Trustees and the Parish Hall’s employees, volunteers, agents and invitees against such liabilities.

(b) The Parish Hall shall take out adequate insurance to ensure the liabilities described in sub- clauses (a) (i) above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (a) (ii) and (iii) above. The Parish Hall shall claim on its insurance for any liability of the Hirer hereunder, but the Hirer shall indemnify and keep indemnified each member of the Parish Hall Trustees and the Parish Hall’s employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.

(c) Where the Parish Hall does not ensure the liabilities described in sub-clauses (a)(ii) and (iii) above, the Hirer shall take out adequate insurance to ensure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the Parish Hall Booking Secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the Booking Secretary to rehire the premises to another Hirer.

(d) The following is a list of prohibited activities in Warcop Parish Hall, which are not covered by the hall’s insurance policy:

Events, Activities and Exhibitions involving:

(a) weapons (of any sort)
(b) passenger carrying amusement devices
(c) animal rides of any kind
(d) ballooning or aerial activities including parachuting, paragliding or parascending
(e) go‐karting, quad biking or motor sports
(f) bungee jumping or abseiling
(g) professional sport teams or persons
(h) individual exhibitions valued at over £250,000
(i) racing or time trials other than on foot
(j) activity involving watercraft
(k) firework displays or bonfires

Events, Activities and Exhibitions for bodily injury to any person taking part in:

(a) contact sports (including martial arts)
(b) jousting competitions
(c) ‘It’s a knockout’ type competitions
(d) ‘Donkey Derby’ races

The use of bouncy castles and other inflatable devices are also not covered by the Hall’s insurance policy however may be brought into the Hall subject to the Hirers making their own insurance arrangements. Parish Hall Trustees may request a copy of the said arrangements.

The Parish Hall 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. Music Copyright Licensing

The hirer shall ensure that the Parish Hall holds relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL).

## 7. Film & TV.

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.

### Live Television broadcasting.

Warcop Parish Hall does not hold a Television license; therefore, no live streaming of any live broadcasting or catch-up programming on BBC Iplayer will be permitted at any time. Hirers must ensure that all persons attending their class/event are aware of this situation & must ensure that no person is live streaming any live broadcast, at any time whilst on the WPH premises.

## 8. Safeguarding

The Hirer shall ensure that any activities for children under eighteen years of age, or for vulnerable adults, comply with the provisions of current UK Safeguarding legislation.

Only fit and proper persons who have passed the appropriate Disclosure & Barring Service (DBS) Certificate checks should have responsibility for children. The Hirer shall provide the Parish Hall Trustees with a copy of their DBS Certificate and/or Child Protection Policy on request.

## 9. Safety

The Hirer shall comply with all current UK H&S legislation and any regulations made in respect of the premises by the Local Authority, the Licensing Authority, and the Hall Fire Risk Assessment. The Hirer must also comply with the Hall’s own Health & Safety Policy and Procedures.

Any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children should have a Temporary Event Notice issued by Westmorland and Furness Council. It is the Hirers responsibility to obtain and pay for such Licences. The Parish Hall Trustees may request a copy of the said Licences.

The Fire Service will be called to any outbreak of fire, however slight, and details shall be given to the Booking Secretary.

(a) The Hirer acknowledges that they have received instruction in the following matters:

* The action to be taken in event of fire. This is shown on the Emergency Evacuation Procedures posted in each area of the Parish Hall.
* Prohibition of paper notices in any area of the Hall, particularly in the foyer area (save for those in the Perspex holders) which is a designated evacuation route.
* The location and use of fire equipment. (Include diagram of location when handing over keys.)
* 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.
* Location of the first aid box.

(b) In advance of any activity whether regulated entertainment or not 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 for instant free public exit.
* That any fire doors are not wedged open.
* That exit signs are illuminated.
* That there are no obvious fire hazards on the premises.
* That emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device.)
* Chairs must be linked when over 100 in audience in theatre style for a performance

## 10. Noise

It is a condition of planning consent that there shall be no live or amplified speech or music before 08:00 hours or after 23:00 hours. The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. Windows and doors are to be kept shut if amplified music is being played.

## 11. Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall ensure that excessive consumption of alcohol is discouraged in order to avoid disturbing neighbours to the Hall and avoid violent or criminal behaviour. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. No illegal drugs may be brought onto the premises.

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 current UK Licensing legislation.

## 12. Health and Hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. Dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are provided with a refrigerator and freezer. Hirers should comply with all the requirements of current UK Food Hygiene legislation.

## 13. 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 current UK legislation. Where a residual circuit breaker is provided the hirer must make use of it in the interests of public safety.

## 14. Stored Equipment

The Parish 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.

The Parish Hall may, use its discretion in any of the following circumstances:

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

(b) Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in the Parish Hall Trustees disposing of any such 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.

## 15. Smoking and Vaping

Smoking and vaping are prohibited within the Parish Hall. The Hirer shall ensure that the Hirer’s invitees comply with current UK legislation regarding the prohibition of smoking in public places. Any person who breaches this provision shall be asked to leave the premises.

## 16. Accidents and dangerous occurrences

Any failure or breakage of equipment belonging to the Parish Hall 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 one of the Parish Hall Trustees (contact numbers are displayed in the Foyer) as soon as possible and complete the relevant section in the Parish Hall’s accident book. The Accident Book is located in kitchen next to the First Aid kit.

Certain types of serious accident or injury may need be reported to the Health and Safety Executive - the Chair of the Parish Hall Trustees will give assistance in completing this form.

## 17. 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 Parish Hall Trustees. No decorations are to be put up near light fittings or heaters.

## 18. 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 Parish Hall Trustees. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

## 19. Animals

Well-behaved dogs may be brought into the hall with the agreement of the Hirer. They must be kept on a lead, close to the handler, at all times. No other animals are permitted in the Hall.

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

## 20. 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 Parish Hall’s Trustees 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.

## 21. 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.

## 22. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the Parish Hall is unable to find a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Parish Hall.

The Parish Hall 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 Parish Hall Trustees 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 the Parish Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

## 23. End of hire

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition. The Hirer is expected to clean up during and after their event/activity using the equipment in the Cleaner’s store. All waste materials arising from Hirers use of the premises must be removed by the Hirer daily. The building shall be properly locked and secured unless directed otherwise, and any contents temporarily removed from their usual positions properly replaced, otherwise the Parish Hall shall be at liberty to make an additional charge. Any loss of Parish Hall keys will incur a cost for replacements.

## 24. 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 Booking Secretary. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Parish Hall remain in the premises at the end of the hiring. It will become the property of the Parish Hall unless removed by the Hirer who must make good to the satisfaction of the Parish Hall any damage caused to the premises by such removal.

## 25. No rights

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.