

# ISYCOED VILLAGE HALL

## Standard Conditions of Hire

These standard conditions apply to all hiring of the Village Hall. If the Hirer is in any doubt as to the meaning of the following, please contact the Community Council Clerk or another member of the Community Council.

<b>1.</b>	<b>Availability of premises</b>  The premises shall normally be available for hire on any day of the week from 08.00am until 11.00pm where there is no prior booking. Specific hire arrangements can be discussed to meet individual circumstances and needs. At the discretion of the Community Council a maximum of 30 minutes preparation and 30 minutes cleaning time may be granted before and after the time of the hire period. Otherwise, the Hirer must include all necessary preparation and cleaning time in the hire period they book.
<b>2.</b>	<b>Age</b>  The Hirer, as a person aged 18 years of age or over , accepts full responsibility for being in charge of ,and present at all times on the premises at all times for the duration of the event booked, when persons are present for the event booked, and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises, are met.
<b>3.</b>	<b>Supervision</b>  The Hirer shall, during the period of the hiring, be responsible for: <ul style="list-style-type: none"><li>• supervision of the premises,</li><li>• the care and safety from damage of the fabric and the contents of the premises</li><li>• the behaviour of all persons using the premises during the period of the booking and whilst those people attending leave the premises after the event, whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway.</li></ul> 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.
<b>4.</b>	<b>Use of premises</b>  The Hirer shall 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 do anything or bring onto the premises anything which may endanger the same, or render invalid any insurance policies in respect thereof Any consumption of alcohol intended on the premises, needs to be advised to the Community Council, and the necessary temporary license needs to be sought from Wrexham county Borough Council

5.	<p><b>Gaming, betting and lotteries</b></p> <p>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.</p>
6.	<p><b>Attachment of decorations, posters etc.</b></p> <p>No pins, nails or permanent fixers are to be used on the walls or woodwork; Blu-tack or equivalent is acceptable. All decorations, posters etc. used must be removed cleanly at the end of the hire period. 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, Failure to observe this condition may lead to prosecution by the local authority.</p>
7.	<p><b>Licensable activities</b></p> <p><b>Music</b></p> <p>If any Licenses may be required, e.g. 'The Music License' which permits the use of copyright music in any form, e.g. record, compact disc, tapes, radio, television or by performers in person, in respect of any activity in the village hall, the Hirer should ensure that they hold the relevant license. If in doubt, please contact the relevant department of Wrexham County Borough Council or discuss it with the Community Council Clerk. If intending to use music as described and for which a license needs to be applied for, please ensure application in sufficient time to enable the obtaining of a license.</p> <p><b>Film shows.</b></p> <p>Where films are to be shown as part of an event, 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 license for film shows.</p> <p><b>Alcohol Consumption.</b></p> <p>Alcohol shall not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18. Should any event involve alcohol, a temporary license will need to be sought in plenty of time in advance of the event, form Wrexham County Borough Council.</p>
8.	<p><b>Public safety compliance</b></p> <p>The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, 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.</p> <p>The Hirer shall also comply with the Hall's Health and Safety Policy.</p>
9.	<p><b>Fire Safety</b></p> <p>The Hirer will be responsible for ensuring the safety of those visiting and shall take all steps to ensure that a fire does not break out. In the event of a fire, the hirer must ensure the following steps are carried out:</p>

	<ul style="list-style-type: none"> <li>• The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Community Council Clerk or the Community Council Chair.</li> <li>• The hirer must ensure as far as is safe to do so that the hall and all rooms and areas are evacuated immediately.</li> </ul> <p>In advance of an event, the Hirer shall check the following items:</p> <ul style="list-style-type: none"> <li>• The location and use of fire equipment. (Diagram of location on notice board in hall.)</li> <li>• Method of operation of escape door fastenings.</li> <li>• Appreciation of the importance of any fire doors and of closing all fire doors in the event of a fire occurring.</li> <li>• That all fire exits are unlocked and panic bolts in good working order.</li> <li>• The location of all escape routes which must be kept free of obstruction to be safely used.</li> <li>• That any fire doors are not wedged open.</li> <li>• That exit signs are illuminated.</li> <li>• That there are no obvious fire hazards on the premises</li> </ul> <p><b>Means of escape</b></p> <ul style="list-style-type: none"> <li>• All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.</li> <li>• The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).</li> </ul>
<b>10.</b>	<p><b>Fire Prevention</b></p> <p><b>Electrical appliance safety</b></p> <p>The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be certified as safe and in good working order. Where a residual circuit breaker is provided the hirer must make use of it in the interests of public safety.</p>
<b>11.</b>	<p><b>Fire Prevention</b></p> <p><b>Explosives and flammable substances</b></p> <p>The hirer shall ensure that:</p> <ul style="list-style-type: none"> <li>• Highly flammable substances are not brought into, or used in any part of the premises and</li> <li>• that No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Community Council.</li> </ul>

	<ul style="list-style-type: none"> <li>No decorations are to be put up near light fittings or heaters.</li> </ul>
<b>12.</b>	<p><b>Fire Prevention</b></p> <p><b>Smoking and sources of flame</b></p> <p>The Hirer shall ensure that all attendees comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises. The Village Hall has a 'No Smoking' Policy and a 'No Naked Flame' Policy (this includes vapes, indoor and outdoor fireworks, lit candles, melt dishes etc.)</p>
<b>13.</b>	<p><b>Fire Prevention</b></p> <p><b>Heating</b></p> <p>The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises. Portable Liquefied Propane Gas (LPG) heating appliances are prohibited.</p>
<b>14.</b>	<p><b>Accidents and dangerous occurrences</b></p> <p>The Hirer must report all accidents or occurrences involving injury to attendees to a member of the Community Council or the Clerk <b>as soon as possible</b> and complete the relevant section in the village hall's accident book, which is located in the front hall desk. Any failure of equipment belonging to the village hall or brought in by the Hirer must also be reported <b>as soon as possible</b>. Certain types of accident or injury must be reported on a special form to the HSE. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).</p>
<b>15.</b>	<p><b>Health and hygiene</b></p> <p>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. The premises are provided with a refrigerator. The Community Council accepts no responsibility for any food brought into or served on the premises.</p>
<b>16.</b>	<p><b>Third-Party Entertainment / Bouncy Castles</b></p> <p>The Hirer shall ensure that any third-party entertainer booked, or any supplier of equipment used at an event, holds the necessary Insurance/Permits required. Please be aware that the Village Hall, and the car park and adjoining field, is not insured for Bouncy Castles or other inflatable devices, therefore these are NOT permitted for use on these premises.</p>
<b>17.</b>	<p><b>Dangerous and unsuitable performances</b></p> <p>Performances involving danger to the public or of a sexually explicit nature are prohibited.</p>

<b>18.</b>	<p><b>Drunk and disorderly behaviour and supply of illegal drugs</b></p> <p>Drunk and disorderly behaviour is not permitted either on the premises or in its immediate vicinity. The Hirer must ensure that care is taken to avoid any excessive consumption of alcohol. in order to avoid disturbing neighbouring residents and avoid violent or criminal behaviour.</p> <p>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. No illegal drugs may be brought onto the premises.</p>
<b>19.</b>	<p><b>Animals</b></p> <p>The Hirer shall ensure that no animals (including birds) except guide dogs and assistance dogs are brought into the premises, other than for a special event agreed to by the Community Council, or with the Community Council's prior agreement. Where an animal is brought into the Hall, the Community Council reserves the right to levy a charge of £20 should any deep cleaning be required subsequently.</p>
<b>20.</b>	<p><b>Sale of goods</b></p> <p>If the event involves the sale of goods on the premises, such as a Christmas fair, the Hirer shall ensure in advance of the event compliance 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.</p>
<b>21.</b>	<p><b>Noise</b></p> <p>The Hirer shall ensure that the minimum amount 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, as provided in a temporary license which must be obtained from Wrexham County Borough Council for the performance of amplified music.</p>
<b>22.</b>	<p><b>End of hired event.</b></p> <p>The Hirer shall 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 Community Council shall be at liberty to make an additional charge.</p>
<b>23.</b>	<p><b>Rubbish Disposal</b></p> <p>At the end of the hire period, all waste must be bagged and tied before being placed in the wheelie bin outside the front of the Village Hall. However, when a large amount of waste is produced, then Hirers are required to take this away with them.</p>
<b>24.</b>	<p><b>Keys</b></p> <p>The Hirer shall be responsible for all keys given to them for access to the hall and equipment stored therein on the following conditions:</p>

	<ul style="list-style-type: none"> <li>• Keys will not be copied.</li> <li>• Keys will not be passed to a third party.</li> <li>• If Keys are lost, the loss will be immediately reported to a member of Community Council</li> <li>• In the event of loss of keys, the hirer will be responsible for the cost of replacement including the changing of lock, if necessary.</li> </ul>
<b>25.</b>	<p><b>No alterations.</b></p> <p>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 Community Council. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Community Council remain in the premises at the end of the hiring. It will become the property of the Community Council unless removed by the hirer who must make good to the satisfaction of the hall or, if any damage is caused to the premises by such removal.</p>
<b>26.</b>	<p><b>Stored equipment.</b></p> <p>The Community Council accepts no responsibility for any stored equipment or other property brought into or left on 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.</p> <p>The Community Council may, use its discretion in any of the following circumstances:</p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• 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 Community Council 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.</li> </ul>
<b>27.</b>	<p><b>No rights.</b></p> <p>The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.</p>
<b>28.</b>	<p><b>Insurance and indemnity.</b></p> <p>The Hirer shall be liable for:</p> <p>(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 occurring during the period of hire.</p> <p>(ii) all claims, losses, damages and costs made against or incurred by the Community Council, their employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as</p>

	<p>a result of the use of the premises (including the storage of equipment) by the Hirer, and</p> <p>(iii) all claims, losses, damages and costs made against or incurred by the Community Council , 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 Community Council and the village hall's employees, volunteers, agents and invitees against such liabilities.</p> <p>(a) The Community Council shall take out adequate insurance to insure the liabilities described in subclauses (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 Community Council shall claim on its insurance for any liability of the Hirer hereunder, but the Hirer shall indemnify and keep indemnified each member of the Community Council and the village 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.</p> <p>(b) Where the Community Council does not insure the liabilities described in sub-clauses (a)(ii) and (iii) above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the Community Council Clerk. Failure to produce such a policy and evidence of cover will render the hiring void and enable the bookings secretary to rehire the premises to another hirer.</p> <p>The Community Council is fully insured with public liability insurance against any claims arising out of its <b>own</b> negligence with regard to the village hall premises.</p>
<b>29.</b>	<p><b>Compliance with the Children Act 1989</b></p> <p>The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989, Safeguarding children, young people and adults at risk. You must ensure that any activities for children, young people and adults at risk are only provided by fit and proper people 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 to the Community Council.</p>
<b>30.</b>	<p><b>Cancellation.</b></p> <p>If the Hirer wishes to cancel the booking before the date of the event and the village hall 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 Community Council. The Community Council reserves the right to cancel this hiring by phone, email or written notice to the Hirer in the event of:</p> <p>(a) the premises being required for use as a Polling Station for a</p>

	<p>Parliamentary or Local Government election or by-election</p> <p>(b) the Community Council 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</p> <p>(c) the premises becoming unfit for the use intended by the Hirer.</p> <p>(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.</p> <p>In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the Community Council shall not be liable to the Hirer for any resulting direct or indirect loss or damage whatsoever.</p>
--	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------