

The Cononley Village Institute Trust: Standard Conditions of Hire (September 2022)

These standard conditions apply to all hiring of the Institute. If the Hirer is in any doubt as to the meaning of the following, the Institute's Finance Officer or Booking Clerk should immediately be consulted. The role of Caretaker / Booking Clerk is referred to as Booking Clerk throughout this document. In these conditions, the "Institute" refers to the Cononley Village Institute Trust, acting through its Advisory Committee, and all members of that committee, employees; agents; volunteers and invitees. All hiring agreements are between the Institute Trust and the nominated Hirer

1. Age

The Hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are met.

2. Supervision

The Hirer shall, during the period of the hiring, be responsible for the supervision of the premises, the fabric and the contents, their care, safety for 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. As directed by the Institute's Responsible Finance Officer, 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.

3 Use of premises

The Hirer shall not use the premises for any purpose other than that described in the Hiring Agreements 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 nor allow the sale of alcohol thereon without written permission.

4 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. Gambling on the premises is expressly prohibited by the Trust Governing Document.

5 Licensable activities

It is the responsibility of the Hirer to ensure that all relevant licences are in place for any activity in the Institute. The Hirer should ascertain from the Booking Clerk or the Responsible Financial Officer, which licences are held by the Institute at any one time. Additional Licences (eg Sale of Alcohol, Trading Standards or Performing Rights) are then the responsibility of the Hirer.

6 Public safety compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and the Institute'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. The Hirer shall also comply with the Institute's health and safety policy. The Hirer acknowledges that they have received instruction in the following matters: (a) The action to be taken in the event of fire. This includes calling the Fire Brigade and evacuating the Institute; (b) The location and use of fire equipment; (c) Escape routes and the need to keep them clear; (d) Method of operation of escape door fastenings; (e) appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire. In advance of each session, an entertainment, or play the Hirer shall check the following items: (a) That all fire exits are unlocked and panic bolts in good working order; (b) That all escape routes are free of obstruction and can be safely used; (c) That any fire doors are not wedged open; (d) That exit signs are illuminated; (e) That there are no obvious fire hazards on the premises.

7 Means of escape

(a) All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.

(b) 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).

8 Outbreaks of fire

The Fire Brigade shall be called to any outbreak of fire, however slight, and details therefore shall be given to the Responsible Finance Officer of the Institute committee by the Hirer.

9 Health and hygiene

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.

10 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 Electricity at Work

Regulations 1989. Where a residual circuit breaker is provided the hirer must make use of it in the interests of public safety. All electrical appliances used on the premises must be in good condition, used safely and not left unattended if plugged in.

11 Insurance and indemnity

The Hirer shall be liable for:

- (a) 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.
- (b) All claims, losses, damages and costs made against or incurred by the Institute 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
- (c) All claims, losses, damages and costs made against or incurred by the Institute 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 Institute against such liabilities.

The Institute shall take out adequate insurance to insure the liabilities described in sub-clause (a) (i) above and may, in its discretion and in the case of non commercial hirers, insure the liabilities described in sub-clause (a) (ii) and (iii) above. The Institute shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified the Institute against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.

Where the Institute does not insure the liabilities described in sub-clause (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 Booking Clerk or Institute's Responsible Finance Officer. Failure to produce such policy and evidence of cover will render the hiring void and enable the Institute's Responsible Finance Officer to rehire the premises to another hirer. The Institute is insured against claims arising out of its own negligence. The Institute carries full Public Liability Insurance.

The hirer is responsible for ensuring third party organisations / businesses have public liability when used as part of the booking eg. When hiring bouncy castles, DJ's and entertainers.

12 Accidents and dangerous occurrences

The Hirer must report all accidents involving injury to the public to a representative of the Institute as soon as possible and complete the relevant section in the Institute's accident book. Any failure of equipment belonging to the Institute must also be reported as soon as possible. Certain types of accident or injury must be reported on a special form to the local authority. The Institute's Health and Safety Representative or Responsible Finance Officer will give assistance in completing this form. This is in accordance with the Report of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

13 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 (eg polystyrene, cotton wool, or candles) shall be erected without the consent of the Institute. No decorations are to be put up near light fittings or heaters.

14 Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public, without consent of the Institute committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used. The negotiated hiring rate will include the cost of the provision of a heating facility within the premises.

15 Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall ensure that, in order to avoid disturbing neighbours to the Institute and avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk, or to any person suspected of being under the age of 18. 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.

16 Smoking

The Institute is an enclosed public place, and smoking in any part of it is therefore prohibited under the Health Act 2006. No hirer may allow any person to smoke within the precincts of the Institute (including the pathway to the entrance), or its immediate surroundings.

17 Animals

The Hirer shall ensure that no animals (including birds), except guide dogs and other animals at the discretion of the Institute, are brought into the premises, other than for a special event agreed to by the Institute. No animals whatsoever are to enter the kitchen at any time.

18 Compliance with the Children Act 1989

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of Act and that only fit and proper persons who have passed the appropriate Disclosure and Barring Service (DBS) checks have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Hirer shall provide the Institute with a copy of their DBS check and Child Protection Policy on request. This clause does not apply if the Institute is being hired for a private function or if permissions has been given or parents or guardians are present.

19 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 the Institute 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.

20 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. Further detail can be found in Village Hall Information Sheet 34, Sale of goods.

21 Film Shows

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 as per Clause 5 of these conditions.

22 Payment and cancellation (private hirers)

Private hirers should make a full payment at point of confirmed booking.

If the Private Hirer wishes to cancel the booking before the date of the event and the Institute is unable to conclude a replacement booking, the question of the payment of the repayment of the fee shall be at the discretion of the Institute. In general, a cancellation of 7 days in advance would incur no costs and the hire fee would be repaid in full. A cancellation of less than 7 days would result in the hirer paying the full hire charge and no refund. Regular hirers are still required to give 48 hours notice.

All hirers - The Institute 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 election purposes; (a) the Institute, reasonably consider 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 Institute shall not be liable to the Hirer for any resulting direct or indirect loss of damages whatsoever.

23 End of hire

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 Institute shall be at liberty to make an addition charge of cover the costs of this work. The hirer will return the key to the Booking Clark as arranged.

24 Noise

The Hirer shall ensure that the minimum 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.

25 Stored equipment

The Institute Committee is not insured for nor accepts any responsibility for any stored equipment or other property brought onto, or left at the premises, and all liability for loss of damage is hereby excluded. Storage space is limited and use by regular hirers is at the discretion of the committee. Please only use allocated storage space and do not exceed this. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or fees will be charge for each day or part of a day at the hire fee per hiring until the same is removed.

The Institute may, use it 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, 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 onto the premises for the purposes of the hiring. This may result in the Institute committee 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.

26 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 Institute's Responsible Finance Officer or Secretary. Any alteration, fixture or fitting or attachment so approved shall, at the discretion of the Institute committee, remain in the premises at the end of the hiring. It will become the property of the Institute unless removed by the hirer who must make good to the satisfaction of the Institute or, if any damage caused to the premises by such removal.

28 No rights

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

28 Dangerous and unsuitable performances

Performances involving danger to the public or of a sexually explicit nature shall not be given.

29 Responsibilities of the Institute

The Institute will ensure that the premises are:

- Maintained in a clean and hygienic conditions
- Kept in good repair allowing for fair wear and tear;
- Supplied with fire safety equipment available test to comply with current regulations;
- Covered by a current Fire Risk Assessment;
- Covered by a current General Risk Assessment.

30 Equipment Available

Equipment is available for use by the Hirer (details from Booking Clark). All equipment must be replaced in its correct original location after use, including packed into boxes if appropriate. All breakages or failures in equipment must be reported to the Booking Clark as soon as possible, or at the end of the hire period at the latest.

Cononley Village Institute contacts

Caretaker / Booking Clark Kim Hardy 01535 630371 gillboucher@talktalk.net

Chair Hugh Rudden hugh_rudden@tiscali.co.uk

Secretary (and contact for Health and Safety) Becky Ward cvicononley@gmail.com

Richard Woolf (Responsible Finance Officer - Treasurer) cvitreasurer@btinternet.com