

RIPLEY VILLAGE HALL
High Street, Ripley GU23 6AF

Contact Bookings Clerk
Trish White 07748 531275
info@ripleyvillagehall.org.uk

CONDITIONS OF HIRE

1. MAXIMUM NUMBERS

The Hirer agrees not to exceed the maximum permitted number of people per hall including the organisers and/or performers:

MAIN HALL: 250 Standing, 170 Seated

SMALL HALL: 60 Standing , 40 Seated

2. AGE

The Hirer must be over the age of 18 and must accept responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions of the Hire Agreement are met

3. SUPERVISION

The Hirer shall during the period of hire be responsible for the supervision of the premises, the fabric and the contents, their care, safety from damage and the behaviour of all persons using the premises. Proper supervision of car parking arrangements are to be followed so as to avoid obstruction of the highway.

4. USE OF PREMISES

The Hirer shall not use the premises including the car park for any purpose other than that described in the Hire Agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful or unsuitable purpose nor to 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. RVH reserve the right to enter the premises with or without a Police Officer at any time during the hire period. RVH reserve the right to charge the Hirer an additional fee for any expense incurred for engaging Surrey Police to preserve order prior to, during or after any hire period.

5. INSURANCE AND INDEMNITY

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 RVH, 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 storage of equipment) by the Hirer

iii) all claims, losses, damages and costs made against or incurred by RVH, 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 subclause 5b the Hirer shall indemnify and keep indemnified accordingly each member of RVH trustees, management committee, employees, volunteers, agents and invitees against such liabilities.

b) RVH shall take out adequate insurance to insure the liabilities described in subclause (a)(i) above and may in its discretion and in the case of non commercial hirers, insure the liabilities described in subclauses 5(a)(ii) and (iii) above. RVH shall claim on its insurance for any liability of the Hirer but the Hirer shall indemnify and keep indemnified each member of RVH trustees, employees, volunteers, agents and invitees against any insurance excess incurred and the difference between the amount of the liability and the monies received under the insurance policy.

c) Where RVH does not insure the liabilities described in subclauses (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 Bookings Clerk. Failure to do so will render the hiring void and enable the Bookings Clerk to rehire the premises to another Hirer. RVH is insured against any claims arising out of its own negligence.

6. GAMING, BETTING & LOTTERIES

The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the laws relating to gaming, betting and lotteries

7. MUSIC COPYWRITING LICENSING

The Hirer shall ensure that RVH holds relevant licences under Performing Rights Society (PRS) and the Phonographic Performance Licence (PPL) or where appropriate, that the Hirer holds a licence.

8. FILM

Children shall be restricted from viewing age-restricted films classified according to the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film.

9. CHILDCARE ACT 2006 & SAFEGUARDING ACT 2015

The Hirer shall ensure that any activities for children and vulnerable adults comply with the provisions of the Childcare Act 2006 and

Safeguarding Act 2015 and that only fit and proper persons with appropriate DBS certification are present during the period of the hire. The Hirer shall provide RVH with a copy of the relevant DBS documentation and Child Protection Policy and Vulnerable Adult Protection Policy on request.

10 . PUBLIC SAFETY COMPLIANCE

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Guildford Borough Council, Surrey County Council, the Licensing Authority, RVH Fire Risk Assessment, particularly 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 RVH Health and Safety Policy. The Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to the Bookings Clerk.

- a) The Hirer acknowledges that they have received instruction in the following matters:
- The action to be taken in the event of fire including calling the Fire Service and evacuating the hall to the Fire Assembly Point located in the car park
 - The location and use of fire equipment
 - 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 closing of all fire doors at the outbreak of any fire
 - Location of the First Aid Box (Main Hall Kitchen)
- b) In advance of any activity whether regulated entertainment or not, the Hirer shall check the following:
- That all fire exits are unlocked and bolts in good working order
 - That all escape routes are free from obstruction and can be safely used for instant public exit
 - That any fire doors are not wedged open
 - That the exit signs are clear
 - 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 time that the premises are occupied (if not operated by an automatic mains failure switching device)

11. NOISE

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly early in the morning and late at night. The Hirer shall, if using sound amplification equipment, comply with the licencing condition for the premises and not exceed the permitted level of noise. All doors and windows must be closed after 22.00 hours and all music must cease by 22.00 Sunday to Thursday and 23.00 Friday and Saturday

12. DRUNK AND DISORDERLY BEHAVIOUR AND THE SUPPLY OF ILLEGAL DRUGS

The Hirer shall ensure that in order to avoid disturbing neighbours to the hall and to avoid violent or criminal behaviour, care must be taken to

avoid excessive consumption of alcohol. No illegal drugs may be brought on to the premises. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly manner shall be asked to leave the premises in accordance with the Licensing Act 2003.

13. 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. The premises are provided with a refrigerator and thermometer.

No barbeques are permitted in the premises or on any part of RVH site without prior written agreement from the Trustees

14. 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. RVH reserves the right to conduct spot checks to ensure that all electrical equipment used in the hall has passed the required PAT test.

15. STORED EQUIPMENT

RVH 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 hire period or the damage waiver fee of £200 will be withheld, to cover the cost of removal and disposal.

16. ALCOHOL

The Hirer shall ensure that no alcohol shall be supplied or sold on the premises unless a Temporary Event Notice (TEN) has been obtained and such to be provided to the Bookings Clerk not less than 14 days prior to the period of hire. Application for a TEN should be made to Guildford Borough Council at least 6 weeks prior to the date of hire. NB no tickets may be sold for any event where alcohol is provided as part of the ticket price without a TEN

17. SMOKING

No smoking is allowed within the hall and the Hirer shall ensure that all persons attending during the hire period comply with the prohibition of smoking in public places provisions of the Health Act 2006. The Hirer shall ensure that any person wishing to smoke does so outside the premises and disposes safely of any cigarette ends, matches etc in a responsible manner so as not to cause a fire.

18. ACCIDENTS AND DANGEROUS OCCURRENCES

Any failure of equipment belonging to RVH or brought in the premises by the Hirer must be reported to the Bookings Clerk. The Hirer must report all accidents involving injury to the public to the Bookings Clerk as soon as possible and complete the relevant section in the RVH accident book (located in the main hall kitchen)

19. EXPLOSIVES AND FLAMMABLE SUBSTANCES

The Hirer shall ensure that highly flammable substances are not brought in to or used in any part of the premises and that no internal decorations of a combustible nature (ie polystyrene, cotton wool etc) shall be used. No decorations are to be put up in or near the kitchen, near light fittings or heaters. All scenery used for stage performances or similar must be fireproofed. No candles shall be used or lit in any part of the premises or surrounding area.

20. HEATING

The Hirer shall ensure that no unauthorised heating appliances of any type shall be used on the premises

21. ANIMALS

No animals other than designated Assistance Dogs to be allowed on the premises. No animals whatsoever are to enter the kitchen at any time.

22. FLY POSTING

The Hirer shall not carry out nor permit fly posting or any form of unauthorised advertisements for any event taking place at the premises and shall indemnify RVH and its Trustees from all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by Guildford Borough Council or Surrey County Council.

23. 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.

24. CANCELLATION

If the Hirer wishes to cancel the booking with less than 30 days notice in writing prior to the date of the event, the reservation deposit will be retained by RVH. RVH reserves the right to cancel any 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) RVH reasonably considering that any hiring will lead to a breach of licencing conditions or any other legal or statutory requirements, or unlawful or unsuitable activities taking place on the premises
- c) the premises becoming unfit for the use intended by the Hirer

d) an emergency requiring the use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or similar disaster
In any such case, the Hirer shall be entitled to a refund of any reservation deposit, damage waiver fee or other monies paid to RVH but RVH shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

25. END OF HIRE

The Hirer shall be responsible for leaving the premises and surrounding areas in a clean and tidy condition, including the removal of all rubbish, stacking chairs and tables, toilet areas checked, clearing floors and cleaning kitchen work surfaces, any contents temporarily removed from their normal positions are properly replaced and to ensure that the premises are properly locked and secured and all fire doors are closed. All rubbish to be placed inside the commercial bin provided in the main car park. RVH reserves the right to make additional charges should these conditions not be met.

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.

27. NO RIGHTS

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

April 2017