

# Ravenfield Parish Hall

Birchwood Drive, Ravenfield, Rotherham, S65 4PT

## Standard Conditions of Hire

These standard conditions apply to all hiring of Ravenfield Parish Hall and a copy should be given to all Hirers. If the Hirer is in any doubt as to the meaning of the following, the Hall Caretaker or Parish Clerk, should immediately be consulted.

### **1. Use of the Hall**

- a. All applications for the use of the Hall shall be made in writing to the Clerk.
- b. The right to refuse any application for use of the Hall facilities is reserved by Clerk in consultation with the Chairperson providing that the Clerk reports the matter at the next Ravenfield Parish Council meeting.
- c. All arrangements for use of the Hall's facilities are subject to Ravenfield Parish Council reserving the right to cancel bookings.

### **2. 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.

### **3. Supervision**

The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises, the fabric, and the contents; their care, safety from 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 and avoid obstructing the highway. As directed by the Clerk, 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.

### **4. Use of premises**

The Hirer shall not use the premises (including the car park) 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 nor allow the consumption of alcohol thereon without written permission.

### **5. Insurance and indemnity**

(a) The Hirer shall be liable for:

(i) the cost of repair of any damage (including accidental and malicious damage) incurred to any part of the premises including the curtilage thereof or the contents of the premises, which may occur during the period of hire or as a result of the booking.

(ii) all claims, losses, damages, and costs made against or incurred by Ravenfield Parish Council, 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.

(iii) all claims, losses, damages, and costs made against or incurred by Ravenfield Parish 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.

(b) Ravenfield Parish Council 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. Ravenfield Parish Council shall claim on its insurance for any liability of the Hirer hereunder, but the Hirer shall indemnify and keep indemnified each member of Ravenfield Parish Council 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 Ravenfield Parish 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 Clerk. Failure to produce such policy and evidence of cover will render the hiring void and enable the Clerk to rehire the premises to another Hirer.

The Hall is insured against any claims arising out of its **own** negligence.

## **6. 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, and the person or organisation responsible for functions held on the premises shall ensure that the requirements of the relevant legislation are strictly observed.

## **7. Music Copyright licensing**

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

## **8. Childcare and Vulnerable Adult Acts 2006**

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable Groups Act 2006 and only fit and proper persons who have passed the appropriate Disclosure Barring Service checks (DBS) should 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 Ravenfield Parish Council with a copy of their DBS check and Child Protection and Vulnerable Adults Policy.

## **9. Public safety compliance**

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority and the Hall's Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, or which is attended by children and/or vulnerable adults.

The Hirer shall call the Fire Service to any outbreak of fire, however slight, and details shall be given to the Parish Clerk.

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

### **(a)**

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
- 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 of closing all fire doors at the time of a fire.
- Location of the first aid box.

### **(b)**

In advance of any activity 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.
- 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).

The hirer will ensure nothing is done to endanger the users of the building, in particular obstructions must not be placed in gangways, exits or near emergency exits, firefighting equipment shall be kept in its proper place and only used for its intended purpose and there must be no fireworks of any kind within the Hall or its grounds. Use of bouncy castles or other inflatable play equipment is strictly prohibited internal and external to the Hall.

## **10. Noise**

Hirers are responsible for seeing that the noise level of their event is not such as to interfere with other activities within the building. 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. Any disturbance requiring police intervention will result in the immediate termination of the booking and no further bookings will be permitted.

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

The Hirer shall ensure that in order to avoid disturbing neighbours to the Hall and avoid violent or criminal behaviour. No illegal drugs may be brought onto 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 way shall be asked to leave the premises.

## **12. Health and hygiene**

The Hirer shall, if preparing, serving, or selling food, observe all relevant food health and hygiene legislation and regulations.

Litter and waste food should not be left in or about the Hall premises and should be deposited in the labelled bins provided. Please note that a £20.00 fee will be withheld from the booking fee, or charged applied to regular group hire if excessive amounts of waste are left.

## **13. Candles/Open Flames**

The use of candles or any open flames is strictly prohibited within the Hall. This includes, but is not limited to, decorative candles, tea lights, and any other flame-based items. The prohibition is in place to ensure the safety of all guests and to prevent fire hazards. Battery-operated alternatives are allowed, provided they do not pose a safety risk.

## **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 appropriately PAT tested, 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.

## **15. Stored equipment**

The 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 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 Ravenfield Parish 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.

#### **16. Availability of WIFI**

Ravenfield Parish Council make no promise that the Wi-Fi service will meet your requirements. There is no guarantee that the Wi-Fi service will be fault-free or accessible at all times.

The Wi-Fi service is only available to your device when it is within the operating range of the Hall.

Ravenfield Parish Council are not responsible for data, messages, or pages that you may lose or that become misdirected because of the interruptions or performance issues with our Wi-Fi service.

#### **17. Counter Terrorism and Security Act**

The Hirer shall not use the Hall to promote violent and/or non-violent extremist views. This applies to speakers in person or those using any form of online platform, any pre-recorded video footage, or any speakers added to an event agenda after the initial booking.

## **18. Smoking**

The Hirer shall, and shall ensure that the Hirer's invitees, 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 Hirer shall ensure that anyone wishing to smoke or to vape, does so outside and disposes of cigarette ends, matches etc in a tidy and responsible manner, so as not to cause a fire.

## **19. Accidents and dangerous occurrences**

Any failure of equipment belonging to the 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 the Clerk, as soon as possible.

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.
- b. No internal decorations of a combustible nature (e.g., polystyrene, cotton wool) shall be erected without the consent of Ravenfield Parish Council. No decorations are to be put up near light fittings or heaters.

## **20. 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 Ravenfield Parish Council. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

## **21. Animals**

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a hire/event agreed to by Ravenfield Parish Council. No animals whatsoever are to enter the kitchen at any time.

## **22. Loss or Damage to Personal Property**

The Association will not accept responsibility for damage to, or the loss or theft of, users' property and effects, however occasioned.

## **23. Car Parking**

Cars shall not be parked so as to cause an obstruction at the entrance to or exit from the Hall. The Hall does not accept responsibility for loss, or damage or theft of any vehicle, or its contents or its grounds. Overnight parking of any vehicle is strictly forbidden.

## **24. Cleaning and Security**

All use of the Hall and its facilities is subject to the hirers accepting responsibility for returning furniture and equipment to their original positions and for securing doors and windows of the Hall before leaving the building.

All users shall leave the Hall in a clean and tidy condition. If this is not adhered to, Ravenfield Parish Council reserves the option of charging a cleaning fee of £100.

## **25. Cancellation**

The casual hirer shall pay the full fees due at least one month before the commencement of the booking. Cancellations of bookings after payment of fees shall result in the forfeit of fees. New regular users shall pay the first month's fees in advance, and no refunds will be given for cancellations within this time. After the first month cancellation of individual classes will not be charged providing at least 14 days' notice is given to the Clerk and providing there are no more than 4 cancellations per annum. In the event of Ravenfield Parish Council cancelling the booking all fees paid by the hirer shall be refunded to the hirer.

## **26. 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 Ravenfield Parish Council shall be at liberty to make an additional charge. The Hirer shall not exceed the time period they have booked and paid for.

**27. 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 Clerk. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Hall remain in the premises at the end of the hiring. It will become the property of the Hall unless removed by the Hirer who must make good to the satisfaction of the Hall 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.