



THESE CONDITIONS APPLY FOR ALL HIRERS AND ARE DEEMED ANNEXED TO THE HIRING AGREEMENT, WHICH COVERS CLAUSES 1-4 INCLUSIVE.

AMENDED WITH SPECIAL CONDITIONS (SC CLAUSES) UNDER COVID-19 CRISIS REGULATIONS. APPLICABLE UNTIL FURTHER NOTICE.

5. GENERAL CONDITIONS OF HIRE

- 5.1 **OCCUPANCY:** The Hirer agrees not to exceed the maximum permitted number of people to occupy the hall including the organisers/performers. This figure is detailed in SC6 below.
- 5.2 **STATEMENT OF LICENCE:** Pant Memorial Hall *does not have* a licence with the Performing Rights Society nor a Phonographic Performance Licence. Clause 2 above refers.
- 5.3 **T.E.N PROCEDURE:** In order to hold a licensable activity on these premises, a Temporary Event Notice (TEN) will need to be given by the licensing authority.

The Hirer shall obtain the written consent of the management committee before requesting a TEN from the licensing authority. Failure to do so will result in cancellation of the hiring without compensation because there is a limit on the number of TENs which can be granted annually for any premises. Lack of co-operation could affect future fundraising by the hall management committee and local voluntary organisations.

The booking cannot be finally confirmed until the TEN is provided to the committee.

- 5.4 **CHARITABLE TRUST: (COMMERCIAL HIRERS ONLY)** Pant Memorial Hall is held on strict trust with the Charity Commission for the purposes of a Village Hall. The management committee is bound to ensure that the Village Hall is administered in accordance with those trusts. Accordingly the village hall is bound to preserve and hereby reserves the right to terminate this Agreement by not less than 7 days notice in writing to the Hirer in the event of the hall being required on the same date/time for the fulfilment of its charitable purposes. In the event of such termination by the Village Hall, the Village Hall shall refund to the Hirer all monies paid by the Hirer to the village hall. The Village Hall shall not however be liable to make any further payment to the Hirer in respect of expenses, costs or losses incurred directly or indirectly by the Hirer in relation to the termination.
- 5.5 **HIRER TO BE PRESENT:** The Hirer agrees with the Village Hall to be present (by its authorised representative, if appropriate) during the hiring and to comply fully with this Hire Agreement.
- 5.6 **AGREEMENT OF CONTRACT:** It is hereby agreed that the Standard Conditions of Hire together with any additional conditions imposed under the Premises Licence (2.1) or that the Village Hall management committee deem necessary shall form part of the terms of this Hiring Agreement unless specifically excluded by agreement in writing between the Village Hall and the Hirer.
- 5.7 **PERSONS INVOLVED:** None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.

6. STANDARD CONDITIONS OF HIRE

If the Hirer is in any doubt as to the meaning of any of the conditions, the Hall Secretary or Booking Secretary should immediately be consulted.

6.1 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.

6.2 Supervision

The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises, the fabric and the contents; their care, 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 so as to avoid obstruction of the highway. As directed by the Hall Secretary, 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.

6.3. Use of premises

The Hirer shall not use the premises (including the car park if any) 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 or unsuitable 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.

6.4. 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 the village hall management committee, 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 village hall management committee, 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 village hall management committee and the Village Hall's employees, volunteers, agents and invitees against such liabilities.

(b) The Village Hall shall take out adequate insurance to insure 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 village 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 village hall management committee 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.

(c) Where the village hall 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 village hall secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the hall secretary to rehire the premises to another Hirer.

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

6.5. 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.

6.6. Music Copyright licensing

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

6.7. Film

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.

6.8. Childcare Act 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 and Barring service checks 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 the Village Hall management committee with a copy of their DBS check and Child Protection Policy on request.

6.9. 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 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. The Hirer shall also comply with the hall's health and safety policy.

Catering: gas appliances may not be used at any time in the hall. Professional caterers with public liability insurance may use small fuel burners for keeping food warm. Attention is drawn to clause 4.1 (damage) and clause 15 (fire alarm callouts).

Sharp objects: Any such items used in the course of the hire shall be at the full responsibility of the hirer. All sharp objects must be removed from the hall at the end of the hire. If dressmaking pins or similar are used, all areas of the hall must be thoroughly swept to ensure their removal. Drawing pins may not be used anywhere in the building – where necessary, push pins must be used instead.

The Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to the secretary of the management committee.

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

6.10. 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.

6.11. 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; care shall be taken to avoid excessive consumption of alcohol. 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 in accordance with the Licensing Act 2003.

6.12. 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. Note that the premises are *not* provided with a refrigerator and thermometer.

6.13. 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 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.

6.14. Stored equipment

The village 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 Village 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 village hall management 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.

6.15. 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 does so off the site, and provides their own container to carry cigarette waste, to avoid littering. The hall does not provide facilities for disposal of smoking materials.

The hall has a fire alarm system with smoke and heat detectors. Hirers accept responsibility for any and all call out charges caused by breach of any booking conditions.

6.16. Accidents and dangerous occurrences

Any failure of equipment belonging to the Village 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 member of the village hall management committee **as soon as** possible and complete an accident form (in the yellow health and safety folder) . Certain types

of accident or injury must be reported on a special form to the Incident Contact Centre. The Village Hall Secretary will give assistance in completing this form and can provide contact details.

6.17. 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 management committee. No decorations are to be put up near light fittings or heaters.
- (c) No incense, candles or similar are used at any time in the building.

6.18. 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 management committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

6.19. Animals

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

6.20. 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 village hall's management committee 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.

6.21. 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.

6.22. Cancellation

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 Village Hall. The Village 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 Village Hall management committee 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 Village Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

6.23. 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 village hall shall be at liberty to make an additional charge.

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

6.25. No rights

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

SPECIAL ADDITIONAL CONDITIONS – COVID19

SC1: You, the hirer, will be responsible for ensuring those attending your activity or event comply with current legislation relating to COVID-19 while entering and occupying the hall, and the covid-19 secure information displayed on the poster at the front door. These include (but are not necessarily limited to) social distancing, hand hygiene, face coverings, litter disposal and other measures. You will be responsible for managing social distancing throughout the site, as detailed in the clauses below. You may need to arrange extra assistance to ensure this, which will be your responsibility.

SC2: You undertake to comply with the actions identified in the hall's risk assessment, of which you have been provided with a copy via the hall website.

SC3: You will be responsible for cleaning door handles, light switches, window catches, equipment, toilet handles and seats, wash basins and all surfaces likely to be used during your period of hire **before** other members of your group or organisation arrive and to keep the premises clean through regular cleaning of surfaces during your hire, paying particular attention to wash hand basins, door handles and toilet flushes, using either the products supplied (which will be in a clearly accessible location) or your own ordinary domestic products. **You** will be required to clean again on leaving. The hall is professionally cleaned but not after every session.

Please take care when cleaning electrical equipment, especially switches. Use cloths - do not spray!

SC4: You will make sure that everyone likely to attend your activity or event understands that they **MUST NOT DO SO** if they or anyone in their household has had COVID-19 symptoms in the last 48 hours, and that if they develop symptoms within 10 days of visiting the premises they **MUST** use the Test and Trace system to alert others with whom they have been in contact. They must seek a COVID-19 antigen test. You must also ensure that they understand that they **MUST NOT ATTEND THE HALL** if they are self-isolating, in travel quarantine or live in an area with travel lockdowns. If such a lockdown applies to the location of the hall (Shropshire county council and/or Llanymynech and Pant Parish Council) no-one can attend unless they live within the local lockdown area.

SC5: You will keep the premises well ventilated throughout your hire, with windows and doors (except fire doors) open as far as convenient. You will be responsible for ensuring that all doors and windows are all securely closed on leaving.

SC6: You will ensure that no more than 30 people attend your activity/event, (including no more than 12 under-11s) in order that social distancing can be maintained. All attendees must pre-book. You must not run any 'open-door' events. You will ensure that people attending do so in groups of no more than 6 (unless they are a "qualifying group") and that such groups do not mingle.

You will ensure social distancing of 2m between individuals or groups is maintained by everyone attending as far as possible, including while waiting to enter the premises, that they observe the one-way system within the premises, and as far as possible observe social distancing of 1m plus mitigation measures when using more confined areas (e.g. moving and stowing equipment, accessing toilets) which should be kept as brief as possible.

You will ensure that everyone attending maintains 2m social distancing while waiting to enter the premises and as far as possible observes social distancing of 1m plus mitigation measures when using more confined areas (e.g. moving and stowing equipment, accessing toilets) which should be kept as brief as possible. You will make sure that no more than one person uses each suite of toilets at one time, with the sole exception of carers needing to assist children/disabled people.

SC7: You will take particular care to ensure that social distancing is maintained for any persons aged 70 or over or likely to be clinically more vulnerable to COVID-19, including for example keeping a 2m distance around them when going in and out of rooms and ensuring they can access the toilets, kitchen or other confined areas without others being present. For some people, passing another person in a confined space is less risky, but for older people that should be avoided.

SC8: You will position furniture or the arrangement of the room as far as possible to facilitate social distancing of 2m between individual people or groups of six or less people or 1m with mitigation measures such as: seating side by side, with at least one empty chair between each person or household group, rather than face-to-face, face coverings and good ventilation. If tables are being used, you will place them so as to maintain social distancing across the table between people from different household groups who are face-to-face e.g. using a wide U-shape.

SC9: You MUST keep a record of the date and time the activity started and the name and contact telephone number or email of all those who attend your event (or a member of any group of up to 6 people who attend together). This can be done either by operating an advance booking system which collects these details, or by asking everyone who attends to use the NHS QR poster at the hall entrance to register their attendance and by keeping a record of any who do not register using their smartphone app and the hall's NHS QR poster or your own NHS QR poster.

SC10: You will be responsible for the disposal of all rubbish created during your hire, including tissues and cleaning cloths, taking all rubbish away with you when you leave the hall. The hall is a 'no-bin' zone and there is no rubbish collection service.

SC11: The kitchen is not to be used except for access to drinking water. During this time the hall does not provide any utensils nor washing up facilities. You will encourage users to bring their own drinks and food, plus all utensils. These will need to be removed at the end of hire, either for cleaning or disposal.

If food or drink is being served (as distinct to being made on a DIY basis) it must be served only at tables or as a takeaway service. Provision of food or drink MUST cease before 10pm (i.e. be cleared away by then).

SC12: We will have the right to close the hall if there are safety concerns relating to COVID-19, for example, if someone who has attended the hall develops symptoms and thorough cleansing is required or if it is reported that these Special Hiring Conditions are not being complied with, whether by you or by other hirers, or in the event that public buildings are asked or required to close again. If this is necessary, we will do our best to inform you promptly and you will not be charged for this hire.

SC13: In the event of someone becoming unwell with suspected Covid-19 symptoms while at the hall you should remove them to the designated safe area, which is the side room off the main hall. Provide tissues and a bin or plastic bag, and a bowl of warm soapy water for handwashing – there is a 'Covid-19 emergency box' in the room with all the equipment that you need. End the event. Ask others in your group to leave the premises, observing the usual hand sanitising and social distancing precautions, and advise them to launder their clothes when they arrive home. Follow the procedure in the 'emergency box', making sure that you close and secure the building before departure. Inform the hall secretary on 07913 565708.

SC14: *not applicable – refers to events over 30 people*

SC15: You must take steps to avoid people needing to unduly raise their voices to each other, e.g. refrain from playing music or broadcasts at a volume which makes normal conversation difficult.

SC16: Other special points

- where a group provides its own equipment: you will ask those attending to bring their own equipment and not share it with other members. You will avoid using equipment which is difficult to clean as far as possible. You will ensure that any equipment you provide is cleaned before use and before being stored in the hall's storerooms.

- The hall is equipped with passive infra-red detectors which means that lights come on automatically in the following areas: toilets, store rooms, outside lights from dusk to dawn. Please remind people not to touch any blanked switch panels in these areas.

- Where a sports, exercise or performing arts activity takes place: you will organise your activity in accordance with guidance issued by the relevant governing body for your sport or activity.

SC17: Face coverings: You will encourage all those attending your activity to wear a face covering unless an exemption or other government guidance applies to the activity. A face covering is not required when people are eating or drinking, but they should be seated.

SC18: Closing: Provision of food and drink MUST cease by 10pm. Any bar, dinner or similar activity MUST close by 10pm.

SC19: Booking cancellation - the committee reserve the right to refuse bookings or cancel future bookings if there is risk or evidence of breach of these terms.