

Hirer – Keep this for your own reference.



Standard Conditions of Hire

If the Hirer has any doubt of the meaning of any of the following, the Bookings Secretary should be consulted.

For the purpose of these Conditions, the term **Hirer** means the individual hirer. If the hiring is by an organisation then the Hirer is the authorised representative of the organisation. In either case **the Hirer must be 18 years of age or over**. The term **Premises** means the Hall building and its grounds including the lower car park, but not beyond.

◆ HALL REGULAR CLOSING TIMES ◆

Weekdays & Saturdays:

- 11 pm - any loud music to cease.
- 11:15 pm - quiet and guests departed.
- Midnight - closure and locking up.

Sundays:

Above times are 1 hour earlier i.e. 10 pm, 10:15 pm and 11 pm.

◆ SUPERVISION ◆

1. The Hirer must be present during the period of hiring and shall be responsible for the supervision of:

- **the premises, the fabric and the contents**, their care, safety from damage however slight, or change of any sort;
- **the behaviour of all persons** using the premises whatever their capacity;
- **car parking arrangements** so as to avoid obstruction of the highway and Hall entrance and access points to the Playing Field and Devon Air Ambulance landing site.
- **noise levels, including music**, so as to avoid disturbance to neighbours.

On any occasion when the Hirer cannot be present there must be a nominated representative responsible for abiding by all Conditions of Hire.

◆ USE OF THE PREMISES ◆

2. The Hirer must not:

- use the premises for any purpose other than that described in the Hiring Agreement;
- sub-hire the premises;
- use the premises or allow the premises to be used for any unlawful or unsuitable purpose or in any unlawful way;
- do anything or bring onto the premises anything which might endanger the premises or render invalid any insurance policies covering the premises.

◆ CARE OF THE PREMISES ◆

3. Decorations

A wooden rail is provided around the Main Hall at 2.7m (8ft 9ins) for fixing decorations

The Hirer shall ensure that NO blu-tack, tape, drawing pins, staples, tacks or other like fixings are attached to ANY part of ANY Hall wall or ceiling, except to this wooden rail.

Decorations shall be inherently non-flammable.

No naked flames e.g. candles or tea-lights.

4. Care of the Wood Floor in Main Hall

The Hirer shall ensure that:

- **no water, cleaning agents or polish are used on the wood floor**; spillages may be wiped up with a damp cloth or a well wrung out mop;
- **if the Hall is used for sport**, black-soled shoes are not worn unless specifically designated as “non-marking”.

5. No Animals

The Hirer shall ensure that no animals, except guide dogs, and assistance dogs, are brought onto the premises.

◆ END OF HIRE CLEANING AND SECURITY ◆

6. At the end of the hiring the Hirer shall be responsible for:

- **cleaning and tidying** the Hall so that it is immediately ready for the next letting;
- returning contents **to their usual positions**;
- **taking away all rubbish** from the premises; (note: the Hall does not have a waste collection)
- **closing all interior doors and switching off all lights**, not forgetting the car park floodlights;
- properly locking and securing the building ensuring that fire exit doors and windows are secure and that both of the bolts and the door lock are on the main front doors.

The Hirer shall ensure that no animals, except guide dogs, and assistance dogs, are brought onto the premises.

◆ PUBLIC SAFETY COMPLIANCE ◆

7. Fire Precautions

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Hall’s Fire Precautions.

FIRE EXITS AND ESCAPE ROUTES SHOULD BE KEPT CLEAR AT ALL TIMES.

The Hirer shall:

- **ensure that all fire exit doors will easily open fully from the inside. For large gatherings this means ensuring that all four outer and inner main double entrance doors are unbolted to give maximum width fire exit.**
- **check that each internal and external escape route is unobstructed and safe to use.**
- **know the location of fire exits and fire extinguishers;**
- **be familiar with the evacuation procedure and fire assembly point in the car park, or for disabled persons unable to reach the car park, the pedestrian entrance;**
- check that exit signs are illuminated;
- check there are no obvious fire hazards on the premises;
- switch on the car park lights, unless in daylight.

On discovery of a fire the priority is to evacuate the building and summon the Fire Service. Only use fire extinguishers if you feel confident to do so. The Fire Service shall be called to any outbreak of fire, however slight, and the Bookings Secretary informed immediately.

If you have to call the emergency services give this address:
TRISTFORD RD, HARBERTON, TOTNES TQ9 7SD
What3Words location finder ~ rescuer.weeds.touched

8. The Hirer shall not bring onto the premises any:

- highly flammable materials;
- unauthorised heating appliances;
- liquefied petroleum gas (LPG) cylinders;
- fireworks, including sparklers or any other pyrotechnic device (nor onto the Playing Field).

9. Electrical Appliance Safety The Hirer shall ensure that any electrical appliances brought by them onto the premises

and used there are safe, in good working order, and used in a safe manner. Commercial equipment should be PAT tested.

10.1 Public Entertainment Events

The conditions of the Premises Licence shall be complied with for any event which constitutes regulated public entertainment or at which alcohol is sold.

10.2 Public Entertainment Events - Hall Capacity

The maximum capacity (inclusive of organisers, helpers and performers) of the Hall is:

180 persons in the Main Hall and 20 on the Balcony.

10.3 Public Entertainment Events - Seated Audience.

Seating shall be arranged to give good access direct to fire exits. Gangways shall be at least 1.05m (3' 6") wide. In general, no seat shall be more than 7 seats from a gangway.

10.4 Public Entertainment Events – Stewards

Where the number of persons present exceeds 100 the Hirer shall be assisted by at least two stewards. They shall be 18 + years of age, wear a distinctive badge and, for evening events, carry a torch. Additional stewards may be required if people with mobility needs or a large number of children are present. There is no phone on the premises or public phone in the village. The Hirer and stewards should have mobile phones.

11. Disabled Call Alarm

The Hirer shall be familiar with the method of emergency access to the disabled toilet from the outside (using a coin or knife blade); the assist alarm and its reset point.

12. First Aid Box/Accidents

First Aid Boxes are located in the kitchens. In the event of an accident the Hirer shall enter the details in the Hall's Accident Book (in First Aid Box) and report it to the Bookings Secretary.

13. No Smoking

The Hirer shall ensure that there is no smoking in the building. If there has been smoking outside the building, cigarette ends should be safely and tidily disposed of in the sand tub.

14. Safeguarding Children, Young People and Adults at Risk

If providing regulated services or activities for children, young people or vulnerable adults the Hirer shall ensure that they comply with the provisions of the Childcare Act 1989 & 2004, the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation, and that only fit and proper persons who have passed appropriate Disclosure and Barring Service (DBS) tests have access. When requested, the Hirer shall provide the Committee with a copy of their Safeguarding Policy and evidence of DBS checks.

15. Food Health and Hygiene

If preparing, serving or selling food on the premises the Hirer shall keep to relevant food health and hygiene standards (the Food Hygiene Regulations). The Hirer shall check the adequacy of the refrigeration provided.

16. Reporting Faults

If the Hirer comes across a fault or damage or other situation which might cause injury, they shall inform the Bookings Secretary.

◆ LICENCES ◆

The Hirer shall ensure they have the necessary licences and permits for their activities.

17. Sale of Alcohol – the Hirer needs to get their own licence

The Hall's Premises Licence does not cover the sale of alcohol. Any event at which alcohol is sold in any form (i.e. by cash, ticket, donation or included in the price of a ticket), needs a temporary licence – a 'Temporary Event Notice' (TEN).

The Hirer shall be responsible for obtaining a TEN (available online) from the Licensing Authority, South Hams District Council. An application for a TEN may only be made with the permission of the Hall Bookings Secretary.

18. Music Licence –covered by the Hall

In order to legally play music in public in any form (e.g. live performance, radio, digital devices) a licence is needed from the Performing Right Society and Phonographic Performance Ltd. The Hall holds this joint Music Licence. The Hirer will be covered by this unless the hiring is commercial. Commercial hirers are responsible for having their own licence.

19. 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 (the Gambling Act 2005).

◆ INSURANCE AND INDEMNITY ◆

20.1 Public Liability Insurance is included for those that use the Hall so long as they act responsibly and comply with all the Conditions of the Hiring Agreement.

20.2 The Hirer is liable for costs arising from accidental and malicious loss or damage arising out of their negligence to any part of the premises including its curtilage and contents. The Committee has taken out adequate insurance and will claim for any liability incurred but the Hirer must indemnify against any insurance excess incurred and the difference between the amount of the liability and the monies received under the insurance policy.

20.3 The Hirer shall ensure that any sub-contracted activities, such as children's entertainers, are fully insured for their operation.

20.4 The Committee accepts no responsibility for any equipment stored at the Hall by the Hirer or for property brought onto or left at the premises.

20.5 Vehicles and their contents are parked in the Hall car park at the owner's risk.

(Note: Full conditions of the Hall insurance policy are available on request.)

◆ CANCELLATION ◆

21.1 If the Hirer wishes to cancel the booking before the date of the event and the Committee is unable to find a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Committee.

21.2 The Committee reserves the right to cancel the booking in the event of:

- the Hall being required for use as a Polling Station for a Parliamentary or Local Government election;
- the Hall, or any part thereof, becoming unfit for the use for which it has been hired;
- the Committee reasonably considering that:
 - a) the booking will lead to a breach of licensing conditions or other legal requirements, or
 - b) unlawful or unsuitable activities will take place on the premises.

In any such case the Hirer shall be entitled to reimbursement of any monies already paid for the booking but the Committee shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

22. No Rights This Hiring Agreement is permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

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