



Serving the Community

Charitable Incorporated Organisation 1162816  
Tel 07748 531275

**Ripley Village Hall**  
**High Street,**  
**Ripley, Surrey**  
**GU23 6AF**

## Standard 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. Responsibility

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, under this Agreement, relating to management and supervision of the premises 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 is necessary to avoid obstruction of the highway.

### 4. Use of Premises

The Hirer must comply with the following:

- a) Not to use the premises, including the car park, for any purpose other than that described in the Hire Agreement.
- b) The Hirer must not sub-hire or allow the premises to be used for any unlawful or unsuitable purpose.
- c) The Hirer must not do anything that may render invalid any insurance policies.
- d) The Hirer must not allow the consumption of alcohol without written permission.
- e) Ripley Village Hall (RVH) reserve the right to enter the premises with or without a Police Officer at any time during the hire period.
- f) 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

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 any loss of contents.

The Hirer will be deemed liable for:

- a) The full cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage or the contents of the premises.

- b) 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 the storage of equipment) by the Hirer.
- c) 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 sub-clause 5(b) the Hirer shall indemnify and keep indemnified accordingly each member of RVH trustees, employees, volunteers, agents and invitees against such liabilities.
- d) The Village Hall shall take out adequate insurance to insure the liabilities described in subclause 5 (a) above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses 5 (b) and (c) above. The village hall shall claim on its insurance for any liability of the Hirer hereunder, but the Hirer shall indemnify and keep indemnified Ripley Village Hall and its 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.
- e) Where the village hall does not insure the liabilities described in sub-clauses 5 (b) and (c) 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 administrator. Failure to produce such policy and evidence of cover will render the hiring void and enable the hall administrator to rehire the premises to another Hirer.
- f) The village hall is insured against any claims arising out of its own negligence.

**6. Gaming, Betting & Lotteries**

The Hirer must 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 must 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. Films or Cinema**

Children must 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. Safeguarding Children and Vulnerable Adults**

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 by ensuring that fit and proper persons with appropriate DBS certification are present during the period of the hire. The Hirer shall provide RVH with sight of the relevant DBS documentation in accordance with RVH Safeguarding Policy.

**10. Public Safety Compliance**

The Hirer will 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 that constitutes regulated entertainment, at which alcohol is sold or provided or that 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 Administrator.

- a) The Hirer acknowledges that they have familiarised themselves and their attendees with the following:
- 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 & Small Hall Kitchen).
  - Location of the Accident Report Forms and Incident Book.
- 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 Use 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 Halls are not set up or equipped for full food preparation.

The Hirer shall, if preparing, serving or selling food, observe and comply with all relevant food health and hygiene legislation and regulations. The premises provide basic facilities only including a refrigerator and oven.

No barbeques are permitted in the premises or on any part of the 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 £150 will be withheld, to cover the cost of removal and disposal.

#### **16. Alcohol**

The Hirer shall ensure that no alcohol shall be sold on the premises unless a Temporary Event Notice (TEN) has been obtained and 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 and small hall kitchen) and/or Incident Book as necessary.

#### **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 (i.e. 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 hire charge is non-refundable. 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.
- e) In any such case, the Hirer shall be entitled to a total refund of any 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 without the prior written approval of the Administrator. 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.

A building survey carried out in July 2019 has identified the existence of asbestos in many areas of the building (but not the central section of the main hall). Permission will not be granted under any circumstances to fix anything to or make any disturbance to any surface or any part of the building identified in the asbestos survey as containing or likely to contain asbestos. Any accidental damage to any such surface must be reported immediately to the Administrator. A copy of the asbestos report can be found on the website [www.ripleyvillagehall.org.uk](http://www.ripleyvillagehall.org.uk)

### **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.

**August 2019**