

# Teynham Community Hall

## Conditions of Hire

These standard conditions apply to all hirings of Teynham Community Hall, hereafter called the Hall. If the Hirer is in any doubt as to the meaning of any of the following, the Clerk to the Parish Council, hereafter called the Clerk, or designated substitute should immediately be consulted.

### 1. Hours of Opening

The Hall is not to be used for licensable activities except as specified by the Hall's Premises Licence of which a summary is displayed in the entrance lobby.

### 2. Prevention of Crime and Disorder:

Only alcohol authorised to be sold or supplied at the bar in the premises, when arranged, is to be consumed on the premises. Bar staff will strictly monitor the sale of alcohol with a view to preventing the supply to persons under age.

No vessels or containers to be taken outside the front of the building for consumption of alcohol during any function at the hall.

### 3. Drunk and Disorderly Behaviour and Supply of Illegal Drugs

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. Drunk and disorderly behaviour is not to be permitted either on the premises or in its immediate vicinity.

Alcohol is not to be served to any person suspected of being drunk or to any person suspected of being under the age of 18. Any person who appears to be under age will be challenged to provide ID. The only ID acceptable will be a passport or a driving licence. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way is to be asked to leave the premises.

No illegal drugs may be brought onto the premises. There is a Zero Tolerance on drug and alcohol abuse.

### 4. Public safety / Prevention of Public Nuisance:

All activity outside the rear of the Hall will cease at 22:00hrs. The internal swing doors of the Hall are to remain closed when entertainment is taking place. Windows and doors are to be kept closed when music is being played after 21:00hrs. Persons leaving the premises are to do so quietly.

### 5. Capacity and Attendants

The number of people on the premises shall not exceed 100 with tables and for dancing, or 120 standing or seated.

In addition to the Hirer, there is to be a minimum of two competent attendants on duty on the premises to assist people entering and leaving, none of whom shall be less than 18 years of age. If most of the invitees are under 16, the number of attendants shall be not less than three (see also 8).

The attendants should be instructed by the Hirer as to their responsibilities in the event of fire or other emergencies, including attention to disabled persons, the location and use of the fire fighting equipment available, how to call the Fire Brigade and the evacuation procedure.

Except in the case of birthday parties for 16 to 18 year olds, if most of the invitees are under 16, the number of attendants, as required above, is not to be less than 3. In the case of birthday parties for 16 to 18 year olds, additional competent attendants are required to those previously specified, sufficient to satisfy Clause 1.5 of the Hiring Agreement.

Additional attendants are required if there are many disabled people present.

## **6. Age**

The Hirer is to be a responsible person not under 18 years of age.

## **7. Compliance with The Children Act 1989**

It is to be ensured that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons who have passed the appropriate Criminal Records Bureau checks have access to the children (checks may also apply where children over eight and vulnerable adults are taking part in activities). The Hirer is to provide the Community Hall Committee, hereafter called the Committee, with a copy of their Child Protection Policy on request.

## **8. Prevention of Children from Harm:**

All children under 16 years of age are to be accompanied and supervised by at least one adult over 21 years of age, whether or not alcohol is on sale. If most of the invitees are under 16, the number of attendants shall be not less than three (see also 5). Any person who appears to be under the age of 21 years may be challenged to provide identification documents. Children's clubs and organisations are to be supervised as by Government Regulations.

No persons under 18 years of age to be admitted to the premises when adult entertainment is provided.

## **9. Supervision**

During the period of the hiring, the Hirer is to ensure the good behaviour of all persons using the premises and to ensure that the fabric and the contents of the hall are not damaged. As directed by the Clerk, the Hirer is to 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.

## **10. Use of Premises**

The hall is not to be used for any purpose other than that described in the Hiring Agreement. It is not to be sub-hired or used for any unlawful purpose or in any unlawful way. The hirer is not to do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect of the hall.

## **11. Dangerous and Unsuitable Performances**

Performances involving danger to the public, or of a sexually explicit nature, are not permitted.

## **12. Film Shows**

Children are to be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification.

## **13. Gaming, Betting and Lotteries**

Nothing is to be done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

#### **14. Licences**

The Hall has a Premises Licence, a copy of which is displayed in the Hall. It also has a licence with the Performing Rights Society for the performance of copyright music. If any additional licences are required in respect of any other activity in the Hall it is the responsibility of the Hirer to ensure that these are obtained.

#### **15. Public Safety Compliance**

It is to be ensured that the conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Licensing Authority or otherwise, which are displayed at the hall, are met.

The Hirer is to acquaint himself/herself with the action to be taken in event of fire. This includes calling the Fire Brigade, evacuating the Hall, the location and use of fire equipment.

Fire doors are not to be wedged open and there are to be no obvious fire hazards brought onto the premises.

#### **16. Means of Escape**

All means of escape from the Hall are to be kept free from obstruction and be immediately available for instant public exit. The emergency lighting supply illuminating all exit signs and routes are operated by an automatic mains failure switching device.

#### **17. Outbreaks of Fire**

The Fire Brigade shall be called to any outbreak of fire, however slight and details thereof shall be given to the Clerk. Instructions on how to call the Fire Brigade are displayed at the Hall.

#### **18. Food Hygiene**

As the refrigerators provided do not meet the general temperature control requirements as set out in Schedule 4 of The Food Hygiene (England) Regulations 2006, they should not be used for commercial operations or by commercial caterers covered by the regulations.

The refrigerators provided are intended to be used for catering for family events, such as weddings and parties, undertaken on a domestic basis by the family. It is recommended under these circumstances that a thermometer is used to adequately check the temperature of the food.

#### **19. Electrical Appliance Safety**

Any electrical appliances brought onto the premises and used there are to be safe, in good working order and used in a safe manner. In the interests of personnel safety a residual circuit breaker is provided for all the electrical power circuits.

#### **20. Smoking**

Smoking is prohibited in the hall under the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any persons breaching this provision should be asked to leave the premises.

#### **21. Indemnity**

The Hall is insured against any claims arising out of its own negligence. It does not cover any claims arising from the actions of others.

## **22. Accidents and Dangerous Occurrences**

Accidents involving injury to the public are to be reported to the Clerk as soon as possible and the relevant section in the Hall's accident book completed. Certain types of accident or injury must be reported on a special form to the local authority. The Clerk will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

Any failure of equipment belonging to the Hall or brought in by the Hirer must also be reported as soon as possible.

## **23. Explosives and Flammable Substances**

Highly flammable substances and internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are not to be brought into, or used in any part of the Hall.

## **24. Heating**

No unauthorised heating appliances are to be used on the premises. Portable liquefied gas heaters are prohibited from use.

## **25. Animals**

No animals (including birds), except guide, or assistance, dogs, are to be brought into the premises, other than for a special event agreed to by the Committee. No animals whatsoever are to enter the kitchen at any time.

## **26. Fly Posting**

Fly posting or any other form of unauthorised advertisements for any event taking place at the hall is not permitted. Failure to observe this condition may lead to prosecution by the local authority.

## **27. Sale of Goods**

When selling goods on the premises, the hirer must ensure that the Fair Trading Laws are to be complied with. The total prices of all goods and services are to be prominently displayed, as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

Where appropriate, Kent County Council are to be informed of such sale at least twentyone (21) days before the event.

## **28. Cancellation**

The Committee reserves the right to cancel the 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 Committee reasonably considering that:

(i) such hiring will lead to a breach of licensing conditions 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 is entitled to a refund in full of any deposit already paid, but the Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

### **29. Noise**

It should be ensured that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning.

When using sound amplification equipment the volume should be kept to a reasonable level so as not to disturb the neighbours. Particular attention is to be given to the bass amplification levels. Failure to observe this requirement may result in your event being closed down by the local authority environmental health officers.

### **30. Property**

The Committee accepts no responsibility for any property brought on to or left at the premises, or for loss or damage to that property. Unless it has been previously agreed, all equipment and other property is to be removed at the end of each hiring period. Upon the failure of the removal of the property within 7 days after the hiring period, the Committee at its discretion may dispose of any such items by sale or otherwise on such terms and conditions as it thinks fit.

### **31. No Alterations**

No alterations or additions are to 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 approval of the Clerk. Any alteration, fixture or fitting or attachment so approved is to be removed and any damage caused to the Hall by such removal made good to the satisfaction of the Committee.

### **32. End of Hire**

The Hall and the surrounding area is to be left in a clean and tidy condition, properly locked and secured and any contents temporarily removed from their usual positions properly replaced, otherwise the Committee is at liberty to make an additional charge.

### **33. No Rights**

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

**Version:** 26th January 2014