

Yarpole Parish Hall

Terms and Conditions

1. Maximum number of people on the premises

The number of people on the premises will not exceed the number permitted under the licences applicable to the premises: 120 standing, dancing or seated. The hirer should ensure that no part of the premises occupied by the public is at any time overcrowded.

2. Cancellation and Deposits/Payments

- i) The The Yarpole Hall Management Committee (hereafter known as the Committee) will make all reasonable efforts to honour the booking. In rare cases it may prove necessary to cancel (for example when the premises are required as a Polling Station; where the booking is found to be for a purpose that would breach legal or statutory requirements; or where the premises are found to be unsound or unfit for use).
- ii) In such a case the Hirer will receive a refund of any booking fee already paid, but the Committees will not be liable to the Hirer for any resulting loss or damages that may occur as a result of the cancellation.
- iii) If the Hirer cancels the booking and no one else books the same room(s) for the same time and date, the deposit will not normally be refunded

3. Insurance and indemnity

i) Yarpole Parish Hall is insured with regard to the Committee's own liability. However, Hirers are responsible for any additional insurance necessary to indemnify the Committee, their employees and their volunteers against any of the following arising as a result of the Hire: damage or loss to any part of the premises or equipment (indoors and outside); injury to any person; damage or loss of any equipment brought onto the premises by the Hirer or participants.

ii) The Committee reserves the right to ask to see the policy relating to such insurance. If the Hirer cannot produce evidence of the policy, the hiring will be rendered void.

4. Licences

i) Yarpole Parish Hall is subject to licensing laws that govern the type of activity which may take place. Your acceptance of the venue's hiring terms will be deemed to include your understanding of and compliance with the licensing requirements.

ii) Yarpole Parish Hall is not licensed for gaming and betting; therefore any booking is agreed only on the understanding that the premises will not in any way be used for these activities.

iii) Sale of Alcohol – Summary Conditions:
The sale of alcohol is governed by law. Yarpole Parish Hall is licensed for the sale of alcohol on the premises. The Yarpole Hall Management Committee (hereafter

known as the Committee) holds the licence and is responsible for the supervision of sale of alcohol in accordance with the law. The Committee reserves the right not to take responsibility for the supervision of the sale of alcohol at any particular event. In such cases the applicant Hirer will be required to obtain an occasional licence, with the sale of alcohol undertaken by an external licensee. Hirers who want alcohol sold at an event must comply with the following procedures and conditions which are linked to the type of event for which the hall is hired. Please note this includes events where alcohol is included in the ticket price as this constitutes a sale of alcohol.

Types of Event and Licence Conditions:

Community events are those where the primary purpose is social activity open to residents and non-residents of the civil parish – e.g. Flicks in the Sticks, Harvest Suppers, Royal Celebrations, Barn Dances. hirers for community events will be allowed to sell alcohol on the specified day(s) on receipt of the signed booking agreement. The Committee will take responsibility for the supervision of the sale of alcohol.

Private Hire includes parties or any other social activity which is not open to the general public – e.g. wedding receptions, baptism parties, family celebrations. Hirers for such events must apply for a Temporary Events Notice (TEN) with the sale of alcohol undertaken by an external licensee.

The Committee will NOT take responsibility for the sale of alcohol at private hire events.

Conditions at the Private Event

- i) The copy of the TEN must be on display in the bar during the event
- ii) Hirers must take away from the hall and site (to dispose of

properly) all ‘empties’, broken glasses and rubbish generated by alcohol sales. It must not be put into plastic rubbish sacks or the Hall recycle bin or left on the premises.

Permitted Hours for the sale of alcohol (NB 24-hour clock)

Monday to Saturday 11.00 – 23.30
Sunday 11.00 – 23.00

Temporary Event Notice.

Application for a TEN should be made to: The Licensing Dept. Herefordshire Council, 8 St Owens Street, Hereford HR1 2PJ.

iv) Yarpole Parish hall is licensed for small lotteries which includes pre-printed ticket raffles.

5. 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. 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.

7. Use of the Premises

i) The premises will be used only for the purpose described in the hiring agreement. The Hirer will not sub-hire the premises. No activity will take place, and nothing will be brought onto the premises, which may compromise the insurance cover, may endanger the premises, or which is unlawful.

ii) The Hirer will comply with all conditions and regulations made in respect of the premises by all relevant authorities (including the Fire Authority, the Local Authority and the Local Magistrates' Court). The Hirer will comply with the premises' Fire Risk Assessments and Health & Safety policies.

iii) The Hirer will at no time make the keys available to any other person, either by handing them to anyone else or by revealing any keycode.

iv) Entry to the building for the purpose of the hiring shall only be made during the time stated in the agreement unless prior permission has been given by a member of the Committee.

v) Unless by prior consent being given in writing by the Committee, no alterations or additions will be made to the premises; no fixtures will be installed; no placards, decorations or other articles will be attached in any way (not even in temporarily, with the use of Blu-Tack for example).

vi) No performances involving danger to the public, or of a sexually explicit nature, will take place.

vii) Any activities for children under eighteen years of age must comply with the provisions of The Children Act of 1989. Only fit and proper persons will

have unsupervised access to the children and vulnerable adults.

viii) With the exception of Guide Dogs, no animal or bird is allowed anywhere on the premises, unless specifically agreed beforehand; and no animals (even guide dogs) are to be allowed to enter the kitchen at any time.

ix) No smoking will take place in any part of the premises.

x) Any entertainment shall not take place after 23.30 Monday to Saturday, and 23.00 Sunday. This coincides with the end of your period of hire. After this time only those helping to clear up the Hall should be in the Hall. The Hall should be cleared 30 minutes after this time. Failure to comply with this will result in the forfeiture of the Hirer's deposit.

8. No rights

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

9. Health, safety and hygiene

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

a) the action to be taken in the event of a fire, including calling the Fire Brigade and evacuating the premises;

b) the location and use of fire equipment, escape routes and the need to keep them clear;

c) operation of escape doors;

d) appreciation of the importance of fire

doors and of closing all fire doors at the time of a fire.

ii) On entering the premises the Hirer – or another appointed adult - will check and ensure that:

- a) all fire exits are unlocked and panic bolts are in good working order;
- b) all escape routes are free of obstruction and can be safely used;
- c) no fire door is wedged open;
- d) there are no obvious fire hazards on the premises.

iii) The Hirer is responsible for ensuring that participants are adequately advised and supervised to ensure their safety and well-being, by:

- a) appointing adult car park stewards as necessary (who will ensure that external lighting is switched on if light is poor, supervise car parking and ensure that public use of the road is not obstructed);
- b) ensuring that an adequate number of adults has accepted responsibility for procedures in the event of fire or other emergencies, including attention to disabled persons and knowledge of the location and use of the fire-fighting equipment provided on the premises, how to call the fire brigade, and evacuation procedure.

iv) No unauthorised heating appliances, or appliances that use Portable Liquefied Petroleum Gas (LPG), will be used anywhere on the premises, indoors or outside.

v) The Hirer will ensure that any electrical appliances brought onto the premises will be safe, have a current PAT (Portable Appliance Testing) certificate, be in good working order, and used in a safe manner. Where a residual circuit breaker is provided the Hirer must make use of it in the interests of public safety. The Hirer should consult a member of the

Committee if there is any doubt about which equipment may be used.

vi) Highly flammable substances will not be brought onto the premises, either indoors or outside, and no internal decorations of a combustible nature (e.g. polystyrene, cotton wool) will be used. No decorations are to be put up near light fittings or heaters.

vii) If food or drink is prepared and/or served during the hiring, all relevant food health and hygiene legislation and regulations will be observed and appropriate standards met.

viii) Chairs will only be moved around singly, or a maximum of 5 chairs at a time may be stacked and moved on the trolley provided. Tables should be moved by two people at a time, to avoid damage to persons, tables and the hall floor.

10. Accidents and dangerous occurrences

i) The Hirer must report all accidents involving injury to the one of the Committee as soon as possible and complete the relevant section in the building's accident book.

ii) Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. A member of the Committee will give assistance in completing this form.

11. Stored equipment

i) The Committee accepts no responsibility for any stored equipment or other property brought on to or left at the premises. The Hirer is responsible for insurance of stored items, as they are not covered by the Committees' policies.

ii) If the hiring agreement includes storage of the Hirer's own goods or equipment, it must be stored where agreed and removed at the time agreed. The Committee reserves the right to remove, if necessary, any items left after the agreed period. The removal will be arranged in the most expedient way and the cost of this removal will be charged to the Hirer.

12. At the end of the Hire

i) The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning.

ii) Any failure of equipment must be reported as soon as possible.

iii) The Hirer shall be responsible for leaving the premises, equipment 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 Committee shall be at liberty to make an additional charge.

iv) By the end of the agreed period of hire, the hirer will have completed all the tasks requested on the checklist provided, to ensure that the premises and contents are left in good order. These tasks include the following:

a) all equipment left clean and returned to where it was found (including crockery, cookware, glasses and cutlery washed, fully dried and returned to their storage areas);

b) any white goods and the oven returned to a clean state, and all items removed from the fridge;

c) floors swept and any spillages cleaned up;

d) any rubbish left by participants (indoors and outside) taken away from the premises or tidily placed in the kitchen bins;

e) the heating thermostat inside the Hall returned to the level requested in the notice posted at the side of the thermostat;

f) immediately before locking up: the Hirer should leave the checklist on the kitchen worktop and then switch off all lights. Then the keys should be returned in the manner shown on the checklist.