

STANDARD CONDITIONS OF HIRE

North Hall is operated under a premises licence granted by Chichester District Council according to the terms of the Licensing Act 2003 (Premises licences and club premises certificates) Regulations 2005. This license informs the terms and conditions listed below.

INSURANCE POLICY: The hall's insurance policy provides public liability cover for any persons, groups or organisations using the hall and or grounds for acceptable activities (as defined in appendix 1) and who are not formally constituted under their own trading name or are not otherwise indemnified. Any hirer representing an entity or organisation which is formally constituted under their own trading name which will be using the hall's premises and/or grounds must ensure that the organisation which they represent has their own appropriate public liability insurance in place to cover their activities whilst on site. Please note that proceeding with a booking constitutes your acceptance of the standard conditions of hire and the supplemental conditions of hire as appropriate

This supersedes the stated requirement in the attached appendix for a signed statement of acceptance of the standard conditions of hire.

For details of the cover under the hall's insurance policy hirers' extension, associated conditions and acceptable activities see appendix 1 of this document. The full policy wording is available at: [North Hall Bookings \(loxwoodvillagehall.org.uk\)](http://NorthHallBookings(loxwoodvillagehall.org.uk))

Note: Any activity as defined in appendix one Hirers Activities paragraph 3 which is not covered by the halls insurance policy will require the hirer to obtain their own insurance or use the supplier's insurance.

THE HIRER will, during the period of the hiring, be responsible for supervision of the premises, the fabric and the contents, their care, safety from damage, 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 to others.

THE HIRER shall not use the premises 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 purpose nor do anything or bring onto the premises anything which may endanger the same or any insurance policies in respect thereof, nor allow the consumption of alcoholic liquor thereon without proper permission.

THE HIRER shall inform the booking secretary if alcohol is to be served or sold and must observe the supplementary booking conditions relating to alcohol consumption on the premises.

THE HIRER shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Local Magistrates' Court or otherwise particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays.

MEMBERS of the Management Committee may refuse a booking if any concerns are raised regarding a particular application of hire (for example - teenage birthday parties).

THE HIRER will operate the Challenge 21 policy, displayed in the bar, whereby any person who appears to be under the age of 21 will be asked to provide a suitable form of identification, such as a Proof of Age card, Passport or Photographic Driving Licence. If this is not forthcoming or the ID is unsatisfactory then the sale of alcohol will be refused.

THE NUMBERS of persons attending an event held at the premises shall not exceed the maximum capacity set by the Fire Safety Officer. This amounts to 75 persons seated at tables or 150 closely seated or standing.

THE HIRER shall indemnify the Committee for the cost of repair of any damage done to any part of the property including the curtilage thereof or the contents of the buildings, which may occur during the period of the hiring as a result of hiring.

IF THE HIRER wishes to cancel the booking before the date of the event and the Committee is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be in the discretion of the Committee.

AT THE END of the hiring, the Hirer shall be responsible for leaving the premises and surrounds 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.

THE COMMITTEE RESERVES the right to cancel this hiring in the event of the hall being required for use as a Polling Station for a Parliamentary or Local Government election or by election, in which case the Hirer shall be entitled to a refund of any deposit already paid.

IN THE EVENT of the Hall or any part thereof being rendered unfit for the use for which it has been hired the Committee shall not be liable to the Hirer for any resulting loss or damage whatsoever.

HIRERS ARE ASKED to respect our neighbours and local residences by not making excessive noise when leaving the Hall and grounds.

MEANS OF ESCAPE: All means of exit from the premises must be kept free from obstruction and immediately available for instant public egress.

OUTBREAK OF FIRE: The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the secretary of the Management Committee. Deploy the nearest fire extinguisher only in the event of a small localized fire.

EXPLOSIVES AND FLAMMABLE SUBSTANCES: Highly flammable substances shall not be brought into or used in any portion of the premises. No internal decorations of a combustible nature (e.g. polystyrene etc.) shall be erected without the consent of the management committee.

HEATING: No unauthorized heating appliance shall be used on the premises when open to the public without the consent of the management committee.

DATA PROTECTION: Under GDPR regulations North Hall has a Data Protection Policy and Privacy Notice which outlines the ways in which we collect, use, store and share your data. North Hall is committed to ensuring the security and protection of the personal information that we process for the purpose of managing the hall"

NOTE TO ALL HIRERS. Unless otherwise agreed, the hirers name or affiliation will appear on the on-line calendar located on the hall web site.

V2.1 January 2024

Appendix 1- Extracts from the North Hall Insurance Policy Documentation

14 Hirers' Liability Extension (see page 51 of policy document)

In respect of any arrangement entered into by the *Insured* whereby permission is granted to persons, groups or organisations who are **not** formally constituted under their own trading name or are not otherwise indemnified hereunder for the use of any part of the *Insured's* property, this Policy extends to indemnify such persons, groups or organisations against legal liability for damages and claimant's costs and expenses and *Legal Costs* in respect of *Injury* sustained by any person and/or *Damage to Property* or *Nuisance* arising from such use.

Provided as a condition precedent to the liability of the *Insurers* that:

- 1 such persons, groups or organisations are **not** entitled to indemnity under any other Policy or policies;
- 2 the *Insured* **shall** ensure that the activity of such persons, groups or organisations shall be limited to *Hirer Activities*;
- 3 the *Insured* **shall** require all such persons, groups or organisations to agree signed and dated terms and conditions of hire;
- 4 the *Insured* **shall** ensure that no contracts are entered into with any person under the age of 18 (eighteen) years old;
- 5 the *Insured* **shall** keep a register of all hirings made.

No liability shall attach to the *Insurers* in respect of *Injury*, loss or damage giving rise to a claim:

- a arising out of *Care and Treatment* other than emergency first aid;
- b made by any member of the group or organisation against another member of the group or organisation.
- c arising out of any persons course of employment by the group or organisation.

Such persons, groups or organisations shall, as though they were the *Insured*, observe, fulfil and be subject to the terms, conditions and exclusions of this Policy in so far as they can apply.

Indemnity in respect of such claims shall not exceed £1,000,000 or other amount as may be shown on the *Schedule* (inclusive of *Legal Costs* and other costs and expenses) for any claim or number of claims arising out of any one *Event* and the *Insured* shall bear the *Excess* as stated in the *Schedule*.

If the liability which is the subject matter of a claim under this Extension is insured under any other insurance, the *Insurer* shall not be liable under this Policy, except in respect of any excess beyond the maximum amount which would be payable under such other insurance had this Extension not been in effect.

Hirers Activities (see page 9 of policy document) means activities not exceeding 500 (five hundred) attendees at any one time consisting of:

1. conferences, seminars, meetings, and exhibitions;
2. stalls, fetes, trade fairs, special interest fairs and shows, car boot jumble and other sales, fundraising, educational and social events including but not limited to dinners, dances, garden parties, themed parties, barbecues and coffee mornings, fun days, education and training, exercise classes not involving contact sports, card and board games, auctions and raffles, concerts when limited to ticketholders and providing audience seating, amateur dramatic and music shows, film shows, quiz evenings.
3. Clubs, societies, organised groups and individuals involving any of the above:
and not involving:
 - a. competitive physical activity or contact sport;
 - b. rides on or using animals;
 - c. rides on or using mechanical or electrical equipment;
 - d. the use of gymnastic equipment;
 - e. the use of inflatable play equipment;
 - f. the use of guns or other weapons or missiles;
 - g. the use of pyrotechnics;
 - h. persons under the age of 14 (fourteen) years under the direct supervision or control of the hirer;
 - i. the hire of the *Premises* by commercial organisations, professional entertainers or political organisations unless undertaking activities for the direct benefit of the *Insured* or its *Service Users*; or the erection, maintenance or dismantling of marquees, stages or tiered seating, other than *Temporary Structures*;
 - j. manual work other than of a *Light Manual* natureunless such activities are specifically declared to and agreed by Insurer in writing prior to such activity occurring and the *Insured* has agreed in writing to any terms, conditions and/or additional premium imposed.