



## 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 following maximum permitted number of people per hall including the organisers and/or performers:

|                                                 |                                                      |
|-------------------------------------------------|------------------------------------------------------|
| Main Hall 1                                     | 150 seated theatre style. Maximum of 80 for parties. |
| Hall 2                                          | 60 seated theatre style                              |
| Hall 3                                          | 40 seated theatre style                              |
| Victory House                                   | 20 seated theatre style                              |
| 3 Halls hired together – Maximum 80 for parties |                                                      |

### 2. Responsibility

The Hirer must be over the age of 18 and must accept responsibility for (i) being in charge of all parties connected with or on the premises at the invitation of the Hirer, (ii) being on the premises at all times when the public are present, and (iii) ensuring that this Agreement is complied with.

Any act or omission of any person connected with or on the premises at the invitation of the Hirer shall, for the purpose of this Agreement, be deemed to be an act or omission of the Hirer.

### 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, or prejudice any claims under, 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. Electric Bikes/Scooters**

Under no circumstances must electric bikes or scooters be brought into or near the building. They must be put in the bike rack.

## **6. 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 4(b) the Hirer shall indemnify and keep indemnified accordingly each member of RVH trustees, employees, volunteers, agents and invitees against such liabilities.
- d) And shall indemnify and keep indemnified Ripley Village Hall and its 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 any insurance policy.
- e) All other claims, losses, damages and costs made against or incurred by RVH as a result of a breach of this Agreement by the Hirer.

Where or to the extent that the Village Hall does not insure the liabilities described in sub-clauses 4(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.

## **7. Gaming, Betting & Lotteries**

The Hirer must ensure that nothing is done on or in relation to the premises in contravention of the applicable laws, including relating to gaming, betting and lotteries.

## **8. 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.

## **9. 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 the showing of films.

## **10. Safeguarding Children and Vulnerable Adults**

The Hirer shall be responsible for their own safeguarding arrangements in accordance with RVH's Procedure for Safeguarding. Organisers of activities attended by vulnerable persons must have appropriate measures in place to ensure sufficient protection is afforded these persons. Organisers of such activities must disclose those measures to RVH upon request.

## **11. 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 with the following points, and are able to direct their attendees safely in the event of a fire:
  - The action to be taken in the event of fire includes 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.
  - 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 are 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).

## **12. 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 licensing condition for the premises and not exceed the permitted level of noise. There must be no music or playing of instruments outside of the halls or in the garden.

## **13. 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.

## **14. 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 or other open or enclosed flame (save for lighters and matches used in accordance with clause 18) are permitted in the premises or on any part of the RVH site without prior written agreement from the Trustees.

#### **15. 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.

#### **16. 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 £250 (£400 for parties and large events) will be withheld, to cover the cost of removal and disposal.

#### **17. 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.

#### **18. Smoking**

No smoking is allowed within the hall. 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 the cigarette receptacle provided, in a responsible manner so as not to cause a fire.

#### **19. 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 (including the Hirer or invitees of the Hirer) to the Bookings Clerk as soon as possible and complete the relevant section in the RVH Accident Book (located in the kitchen/kitchenette) and/or Incident Book as necessary.

#### **20. 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. Naked flames and fireworks are NOT permitted in any part of the premises or surrounding area.

#### **21. Heating**

The Hirer shall ensure that no unauthorised heating appliances of any type shall be used on the premises.

#### **22. Animals**

No animals other than designated Assistance Dogs, or as agreed with the administrator, are allowed on the premises. No animals whatsoever are to enter the kitchen area at any time.

#### **23. 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.

#### **24. 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.

#### **25. End of Hire**

The Hirer shall be responsible for leaving the premises and surrounding areas in a clean and tidy condition, suitable for the next hirer, including:

- Stacking chairs and tables as found
- Stage curtains must be left open
- All window blinds must be left open
- Toilet areas cleaned and checked
- Clearing and cleaning of all floors (including mopping if required)
- Cleaning kitchen work surfaces
- Any contents temporarily removed from their normal positions are properly replaced
- Ensure that the premises are properly locked and secured and all fire doors are closed
- All rubbish is to be placed inside the waste bins provided in the kitchen/kitchenette to a maximum of 2 bags per event. All recyclable cans and bottles are to be taken home

RVH reserves the right to make additional charges should these conditions not be met.

A cleaning fee of £75 for the main hall and £50 for all other halls will be deducted from the deposit if the Hirer has not used the cleaning service and if the hall is not cleaned to an appropriate standard.

#### **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.

#### **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.

No user has permanent rights to any specific room, day or time.

#### **28. Other / Children's parties**

All balloons must be securely weighted down. Should any balloons be left on the premises at the end of the hire period, a £50 charge will be deducted from the deposit, as unattended balloons may trigger the fire alarm. If any balloons are released, **RVH must be notified immediately** so that arrangements can be made for their prompt removal. Should any balloon activate the fire alarm, any associated costs will be deducted from the deposit to cover the necessary remediation.

Smoke machines are not permitted.

Bouncy Castles are not permitted.

For children's parties, the hirer must use black plastic chairs.

If using craft material, the floor must be protected.

No children are allowed on the mezzanine or the stage at any time.

## **29 . Miscellaneous**

This Agreement shall be governed by and construed in accordance with English law and all disputes and differences shall be submitted to the exclusive jurisdiction of the English courts.

Nothing in the Appointment is intended to confer on any person any right which that person would not otherwise have had but for Contracts (Right of Third Parties) Act 1999.

**Next Review July 2027**