

**DENBY DALE PIE HALL : CONDITIONS OF HIRING: CUSTOMER COPY**

**Responsibilities of the Pie Hall**

- The Pie Hall will ensure that the area and any furniture or equipment being hired is in a suitable condition for use by the Hirer.
- The Hirer must ensure that the area and any furniture or equipment being hired is in a suitable condition for use.
- If the accommodation is to be used at night, suitable fire exit and emergency lighting to escape routes will be in place to allow users to evacuate safely.
- All areas that are hired will be accessible to people with special needs and disabilities.

**Conditions of Hire**

- For every hire (with the exception of repeat bookings) the Hirer must complete, sign and retain a copy of the Hire Agreement Form (appendix b)
- By signing the Agreement Form the Hirer agrees to the terms set out in the (General Conditions (appendix a) (The forms used for the hire of the Pie Hall premises are attached to this policy document)
- All Hirers should make themselves aware of the emergency procedures, fire fighting equipment and information displayed in the area of hire.
- No smoking is allowed inside the Pie Hall and is made clear in the conditions of hire.

**Insurance for Commercial/Businesses**

- All hirers should be covered by public liability insurance. A copy of the certificate must be provided prior to the letting.

**Charges**

- There are fixed charges for the use of the Pie Hall. The Pie Hall Committee reserves the right to subsidise certain users.

**Appendix (a) GENERAL CONDITIONS OF LETTINGS**

1. Application for use of Pie Hall premises must be made to the Supervisor on the attached form. Arrangements for payment will be agreed before the use of premises commences. These payments are not returnable if the hire is approved by the Committee and is not then used by the Hirer, payment made may be credited towards subsequent lettings.
2. The Committee reserve the right to alter the Scale of Charge at any time without notice, and in hiring the Hall the Hirer agrees to pay therefore in accordance with the Scale of Charges in force at the time of the booking.
3. The Committee reserves the right to cancel a booking if it's necessary to hold an event that would clash with the booking. Every effort will be made to give as much advance notice as possible. The Committee reserve the right to cancel the booking due to any cause of circumstances beyond its control. However, the committee shall not be liable for any loss or claim incurred by the Hirer, or any other person connected to the booking, as a consequence of such a cancellation.
4. The Committee reserves the right to cancel a booking due to circumstances beyond its control e.g. Electricity / heating failure or weather conditions, etc..
5. If for any reason the Hirer wishes to cancel a booking then advance notice should be given. Without advance notice the Pie Hall reserves the right to charge for the booking
6. The Hirer shall remove from the Hall all goods and chattels (including empty cases and boxes) brought by or on his instructions into the Hall and shall leave the Hall clean and tidy.
7. The Hirer is required to leave the Hall, Kitchen and Toilets in good order and in a clean and tidy condition. Please ensure that all food and food particles are cleared away
8. All lights and heating appliances must be switched off prior to leaving the building.
9. All refuse/rubbish should be in a plastic sack, tied securely and placed in the refuse bin outside the kitchen exit door.
10. It is expected that the Hirer will leave the premises in a clean, tidy and litter free condition and to check toilets and other facilities used are clean and water is not left running. For Health and Safety, be aware of how and where the chairs and tables are stacked..
11. The Hirer(s) shall pay £25 (twenty five pounds) as a non-returnable deposit unless there are exceptional circumstances .
12. If films are to be shown at any time during the hiring this must be specifically stated in the application. Films shall not be shown during any hiring unless specific permission has been given for their showing. The Hirer shall not use the Hall for the performance of any dramatic or musical work or for the delivery in public of any lecture in which copyright subsists without the consent of the owner of the said copyright, or in any other manner infringe any subsisting copyright. The Hirer shall indemnify the Pie Hall Committee against all claims made against them in respect of any infringement of copyright at the Hall during the letting.
13. The Hirer shall supply to the Secretary of the Committee on request such information as s/he may require for purposes of returns to the Performing Rights Society.

***DDPH 20-12-2022***

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14. The Hirer must ensure that adequate supervision is available at all times and see that no unauthorised persons are permitted to enter the premises. All security and fire precaution measures must be adhered to including having an emergency plan in place. The Hirer is responsible for the behaviour and safety of all parties attending. This will include direct users of the premises and spectators. Any loss or damage to the Pie Hall property resulting from inadequate supervision will be the responsibility of the Hirer.
15. The use of the premises shall not be granted for any purposes that may appear questionable or undesirable or which interfere in any way with the operational activities of the establishment.
13. No screws or nails shall be driven into the premises or furniture and no placards shall be affixed to any part of the premises. Those responsible for the hire of the premises shall prevent anyone sitting or standing on the window sills, or standing on chairs, tables or equipment.
14. The Hirer shall take good care of, and shall not cause damage or permit or suffer any damage to be done to the hired premises, or any part or parts thereof to any fittings, equipment or other property therein and shall make good and pay for any damage thereto (including accidental damage) caused by any act or neglect of himself, his servants, agents or any person resorting to the hired premises by reason of the use of the hired premises by him/her.
15. It shall be the responsibility of the Hirer to satisfy himself/herself that the premises, furniture, fixtures and fittings are fit for his/her purpose. If there are any problems they should inform the Supervisor.
16. The Hirer must complete risk assessments for their activities specific to the venue in use.
17. Smoking on any part of the premises is prohibited.
18. The Pie Hall has Public Liability insurance – For Commercial/Businesses the Hirer must confirm that insurance cover in respect of both the Hirer's liability to the public and their liability to the Pie Hall under the terms of this hire has been arranged with a limit of indemnity of at least £1,000,000. A copy of the certificate of insurance must be provided to the Pie Hall before the hire takes place.
19. All means of escape, security and fire precaution measures, instructions and notices must be adhered to during the hire.
20. The Hirer should have his/her own first aider and carry their own first aid kit.
21. If the Hirer's own electrical equipment is used then it needs to be up to date with PAT certificates (less than 1 year old) and its use approved by the Pie Hall at the time of booking.
22. For children's groups and parties, the Hirer should be aware of the ratio of children to adults, to ensure safety. (See local school guidelines) The Hirer must ensure that all reasonable precautions are taken for the safety of the children. All children under 16 must be accompanied by, or under the supervision of a responsible adult. Small children are to be supervised on the Pie Hall premises. This includes toilets, car park, garden etc.
23. The Hirer shall use the Hall only for the purpose of which it is hired and shall not sub-let or assign any interest he may have in any Agreement for hiring the Hall or any part thereof without the previous consent in writing of the Village Hall Committee.
24. The maximum number of persons to be admitted to the Hall shall be in the case of the hiring of the Hall:
  - (i) for dances and discotheques—150 (except as restricted in (ii) and (iii))
  - (ii) when chairs and small tables are used—150
  - (III) when large or trestle tables are used—150
  - (iv) for concerts, lectures, etc., where chairs are only used—150
  - (v) and in the case of the hiring of the large Committee Room—40 and in the case of the small Committee Room—15
28. Members of the Licensing Authority, Police and Fire Brigade Officers in uniform when on duty and any other persons authorised in writing by the Licensing Authority, plus the Supervisor and Committee officers shall have free access to the premises whenever necessary.
29. All exit doors shall be kept free from all obstructions whatever, and constantly in such a state as to be available for instant free public egress.
30. If the Pie Hall Premises is used for any purpose other than that for which it is hired or if there shall be any unruly conduct or conduct contrary to public decency or any breach of these Conditions the Supervisor shall have the right to put a stop to the entertainment or proceedings and may insist on everyone leaving the premises.
31. The Hirer will be responsible for the safe keeping of any crockery or other articles or utensils belonging to the Pie Hall of which s/he shall have the use and shall pay the cost of replacement of any broken, damaged or missing articles

32. No platform fittings, electric light fittings, scenery or other decorations shall be brought into the Pie Hall Premises without the consent of the Supervisor and no posters may be posted on the walls and no notices, directions etc. shall not be chalked upon any part of the interior or exterior of the Pie Hall without the like consent. The Hirer shall not interfere with or permit any other person to interfere with the gas, water or electric fittings, or with stage fittings without prior consent.
33. The Hirer shall be liable for all injury caused to persons or property which may occur as the result of the negligence of himself or any person employed by or acting in conjunction or co-operation with him and shall indemnify the Committee against any claims, costs and expenses made against or occasioned to them in consequence of any such injury.
31. Refreshments shall only be supplied in the rooms provided for that purpose unless special arrangements have been made with the previous consent of the Committee.
32. If this hiring constitutes a block booking the following additional condition shall apply: In the event of the Hall hired being required as part of a block booking, If the Pie Hall needs that day, e.g. For election purposes, maintenance, etc., the Hirer shall surrender that particular hiring without a claim, but an alternative date may be arranged.
33. The committee accept no responsibility for the loss or damage to any property brought into the hall or grounds
34. Music emanating from the premises shall be of a level whilst audible, is so low in volume that distinct lyrics, tunes, musical instruments and any bass beat cannot be recognised at any point on the Pie Hall boundaries.
35. All windows and doors **MUST** be closed when the performance of loud or recorded music are taking place.
36. The Hirer shall ensure that the minimum level of noise is made on arrival, during the hire period and departure, particularly at night or early in the morning. It is a condition of our Premises Licence that the doors are kept closed to limit neighbour noise.
37. All smoke machines must be controlled by a competent operator at all times following the instructions given by the machine's manufacturers.

#### **Compliance with the Children's Act**

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children's Act and that only fit and proper persons have access to the children. (The Hirer will be expected to have themselves aware of the above legislation)

**DENBY DALE PIE HALL : APPLICATION & AGREEMENT FOR HIRE**

**Name of Organisation/Applicant:** .....

**Date (s) required:** .....

**Purpose for which the hall/room is required:** .....

**Please tick which you require**

Use of Hall:      Kitchen:      Large Upstairs Room:      Small Upstairs Room:

**Approximate number of people attending:** .....

**Times of using the hall/rooms:** .....

**Is copyright music to be performed:**      YES / NO (please circle)

**Do you intend to use/bring into the premises any additional electrical equipment**      YES / NO (please circle)

If yes please give details.....

**Will there be catering involved?**      YES / No (please circle)

If yes, please give details.....

I / We hereby agree if the application is granted to pay the fee according to the scale of charges at the date of the hiring and to perform, observe and be bound by the Conditions of Hiring, a copy of which I acknowledge to have received .

**Name of Hirer**.....**Contact Number**.....

**Signature of Hirer** ..... **Date**.....

**Position in Organisation**.....

**Address:** .....  
.....

**Secondary Name**.....**Contact Number**.....

**Position in Organisation**.....

**Address:** .....  
.....

**Signature on behalf of the Pie Hall** .....**Date**.....