

**ST. PIRAN'S HALL  
(GOLDSITHNEY)  
REGISTERED CHARITY NO. 300588**

St. Piran's Hall is operated by volunteers from the local community and members of groups operating within the premises.

St. Piran's Hall the trading name of Perranuthno Village Hall and is a registered Charity with Trustees and an elected Management Committee to oversee its day-to-day activities. The Officers of the Hall (which include a Chair, Treasurer, Secretary and Lettings Secretary) meet regularly with key volunteers. The AGM is held in March each year.

There is a large car park and it is located next to the bus stop, a play area, a Green Gym with 7 stations, a Basketball area and playing field. The Playing Field which is adjacent to the Hall is let in part to the Parish Council and is the only one in the Parish.

The building itself is available for hire for a range of one off or regular activities and it comprises of a foyer, a large hall (180 capacity) with a raised curtained stage and two other meeting / activity rooms (Perran and Trevean Rooms) which can accommodate up to 30 people. There is also and a kitchen with server plus an Office Area which is used by the Parish Council. The Hall has a variety of tables and chairs to fit a variety of needs and the Kitchen is equipped with trolleys, cooker, fridge freezer, microwave, urn, kettle, etc.

We are an accessible friendly venue, with good accessibility and facility for users with disabilities.

The hall benefits from renewable energy from its own wind turbine located at the end of the playing field. Not only are we eco friendly in helping the planet, this also generates a modest income and reduces our energy bills.

The hall is regularly used for a variety of village activities and meetings (a list of current activities can be found on our web site

The Hall has no permanent endowment or annual grant so has to be largely self financing. Our income sources are lettings fees from hirers, 'Feed in tariff income' from the turbine, one-off donations from individuals and groups and one off grants from the local Council and Parish Council which is usually towards major maintenance items and repair.

## How to Book

As a rule, we require a month's notice for bookings, although we will endeavour to reduce this wherever possible.

- Check our Hall Activities in our Calendar and Facilities section of our website, [www.stpiranshall.com](http://www.stpiranshall.com) to find the room that best suits your need and the times that they are available. Please note that the Calendar is not always accurate as events are continually changing, etc. For accurate feedback you need to contact the current Lettings Officer.
- Read our **Terms and Conditions** and **Fire Safety Advice** so that you understand fully your responsibilities as a Hirer – these can be found on our web site but written copies can be provided on request.
- Read our **Privacy Policy and other policies** – again, these can be found on our website and written copies can be provided on request.
- Once you have decided the requirements of your intended booking and you are happy and conversant with our Terms and Conditions please contact our Lettings Officer for a copy of our 'BOOKING REQUEST/APPLICATION FORM'
- Complete the BOOKING REQUEST/APPLICATION FORM and forward it to the Lettings Officer who will consider your request before sending you the appropriate "Booking Contract Form". In most cases a conversation and possibly a site meeting will take place to ensure that both parties are fully aware of each others requirements and obligations
- A BOOKING CONTRACT will be sent to you, which you should check before signing and returning to The Lettings Secretary. You will have a copy of the BOOKING CONTRACT for your own records.
- The booking will not be considered as complete and effective until a signed contract is received by the Lettings Officer and the appropriate Payment/Deposit is received.
- It is usual for an Officer, from the hall to meet you prior to the date of the booking to go through the Health and Safety checklist and familiarize yourself with Hall procedures.
- The duration of a booking agreement will depend on the requirement of the client and the hall plus any Government legislation. In the case of ongoing bookings, then agreements will usually be active for 12 months and be reviewed on an annual basis – usually discussions will take place during the eleventh month of the agreement.
- Key Contact Details  
Mobile Contact -  
Email Contact -  
Lettings Officer – Brian Baumber

# Terms and Conditions

**Please read the Term & Conditions so that you are aware of your responsibilities as a Hirer.**

**ST. PIRAN'S HALL** is hired on the condition of your agreement to the Terms and Conditions of Hire.

## Standard Conditions of Hire

By confirming your booking by email, letter or in person you acknowledge that you have read, understood and agree to all the conditions listed and that you are entering into a contract that could be used in evidence should legal action become necessary.

*(If you are in any doubt as to the meaning of any of the Conditions, you must seek clarification from us before making an application.)*

## The Hirer

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 Standard Conditions under this agreement relating to management and supervision of the premises are met

Where an organisation is named, that organisation shall also be considered the hirer and shall be jointly liable with the person who signed the contract.

The Committee reserves the right to refuse a booking.

The Committee reserves the right to terminate the activity of a client if it is deemed that the activity is clearly in breach of the agreed Terms and Conditions and it is highly probable that a legal breach, accident or major incident may occur. Should this be required, then the Client will not be eligible to any refund.

## Supervision

During the period of hiring, you are responsible for:

(i) Supervision of the premises, the fabric and the contents (as detailed within the Hiring Agreement). In the case of more than one hirer/group using the Hall at the same time then responsibility will be attributed to that group/individual using the specific facility/equipment at that time.

(ii) Care of the premises, safety from damage, however slight or change of any sort.

(iii) The behaviour of all persons using the premises, whatever their capacity, including proper supervision of the car parking arrangements so as to avoid confrontation with other potential facility users or obstruction of the highway.

As directed by us, you must 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.

## **Use of Premises**

You must not use the premises (including the car park) for any purpose other than that described in the Agreement and must not sub-hire or use the premises or allow the premises to be used for any unlawful or unsuitable purpose or in any unlawful way nor do anything or bring on to the premises anything which might endanger the premises or render invalid any insurance policies covering the premises nor allow the consumption of alcohol without our written permission

## **Insurance & Indemnity**

(i) You are liable for:-

(a) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises, including its curtilage or its contents.

(b) all claims, losses, damages and costs made against or incurred by us, our employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of your use of the premises (including the storage of equipment).

© all claims, losses, damages and costs made against or incurred by us as a result of any nuisance caused to a third party as a result of your use of the premises and subject to sub-clause.

(ii) We will take out adequate insurance to insure the liabilities described in sub-clause (i)(a) above and may, at our discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (i)(b) & (i)(c) above. We will claim on our insurance for any liability you incur, but you must indemnify us against:-

(a) any insurance excess incurred.

(b) the difference between the amount of the liability and the monies that we receive under the insurance policy.

(iii) Where we do not insure the liabilities described in sub-clauses (i)(b) & (i)(c) above, you must take out adequate insurance to insure such liability and upon demand must produce the policy and current receipt or other evidence of cover. If you fail to produce such policy and evidence of cover, we will cancel this Agreement and possibly re-hire the premises to another hirer.

We are insured against any claims arising out of our own negligence

**Bouncy Castles** – the Hall’s Public Liability insurance specifically excludes cover for the use of Bouncy Castles “we will not provide indemnity in respect of events, activities and exhibitions involving bouncy castles and other inflatable devices”.

*So we cannot take any bookings that include them without the following in place.*

1. Acceptable Liability insurance provided by the company providing the equipment.
2. Acceptable Liability insurance by the hirer – this can be liability insurance provided within their personal home contents insurance

In both cases, written confirmation has to be supplied to the hall prior to the event for the booking to be confirmed.

## **Gaming, Betting and Lotteries**

You must ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

## **Music Copyright licensing**

You must ensure that we hold relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, you must hold such licence(s).

## **Music**

You must have our written permission for performance of live music and the playing of recorded music under the Deregulation Act 2015. This Agreement confers that permission.

## **Film**

You must restrict children from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. You must ensure that you have the appropriate copyright licences for film. This Agreement confers the required permission on you. (The Deregulation Act 2015 requires you to have our written permission to show a film).

## **Safeguarding Children, Young People and Vulnerable Adults**

You must ensure that any activities for children, young people and other vulnerable adults are only provided by fit and proper persons in accordance with the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, you must provide us with a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS).

*See our Children and Vulnerable Adults policy*

## **Public Safety Compliance**

You must comply with all conditions and regulations made in respect of the premises by the Government, Local Authority, the Licensing Authority, and our fire risk assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children. You must also comply with our health and safety policy.

You must call the Fire Service to any outbreak of fire, however slight, and give us such details at the earliest convenient time.

(i) You acknowledge that you have received instruction in the following matters:

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the Hall.
- 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 of closing all fire doors at the time of a fire.
- Location of the first aid box.

(ii) In advance of any activity whether regulated entertainment or not you must check the following items:

- That all fire exits are unlocked.
- That all escape routes are free of obstruction and can be safely used for instant free public exit.
- That any fire doors are not wedged open.
- That exit signs are illuminated.
- That there are no fire-hazards on the premises.
- That emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device)

*See our Health and Safety policy*

## **Noise**

You must ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning – times of arrival and departure must be agreed with the Hall Management prior to any event.

## **Drunk and Disorderly Behaviour and supply of Illegal Drugs**

You must ensure that in order to avoid disturbing neighbours of the hall and avoid violent or criminal behaviour:

- (i) no one attending the event consumes excessive amounts of alcohol
- (ii) no illegal drugs are brought onto or consumed on the premises.

Drunk, disorderly or antisocial behaviour is not permitted either on the premises or in its immediate vicinity. We will ask any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way to leave the premises in accordance with the Licensing Act 2003

## **Food, Health and Hygiene**

You must, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. Dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are provided with a refrigerator/freezer and thermometer.

All food and drinks brought onto the premises to support a contractual event must be removed at the end of the said event. Similarly, all packaging and discarded food items must also be taken away at the completion of the event.

*See our Health and Safety policy*

## **Electrical Appliance Safety**

You must ensure that any electrical appliances brought by you to the premises and used there are safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. All electrical appliances used or brought on to the premises must hold a current P.A.T. Test Certificate. Where a residual circuit breaker is provided, you must make use of it in the interests of public safety.

## **Stored Equipment**

We accept 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 agreed stored equipment) must be removed at the end of each hiring or we will charge fees each day or part of a day at the hire fee per hiring until the same is removed.

In respect of any agreed stored equipment, then the Management Committee must have full knowledge of the relevant contents and if the said contents are to be stored in a locked cupboard/area, then the Management Committee must have access to this at all times. This is also a stipulation of our insurance policies.

We may, at our discretion, dispose of any items referred to below by sale or otherwise on such terms and conditions as we think fit, and charge you any costs we incur in storing and selling or otherwise disposing of the same, in any of the following circumstances:

(i) your failure to dispose of any property brought on to the premises for the purposes of the hiring.

## **Smoking**

You must comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. We will ask any person who breaches this provision to leave the premises. You must ensure that anyone wishing to smoke does so outside, away from the entrance doors and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire or offence.

Ultimately, it is the hirer that is responsible for ensuring that the area is clean at the completion of their hire.

## **Accidents and Dangerous Occurrences**

You must report to us as soon as possible any failure of our equipment or equipment brought in by you. You must report all accidents involving injury to the public to us as soon as possible and complete the relevant Accident Form. You must report certain types of accident or injury on a special online form to the Incident Contact Centre. We will give assistance in completing this form and can provide contact details of the Incident Contact Centre. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

## **Explosives and Flammable Substances**

You must ensure that:

- Highly flammable substances are not brought into, or used in any part of the premises.
- No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are erected without our consent.

## **Heating**

No additional heating appliances whatsoever, should be brought into, or used on the premises

## **Animals**

No animals or birds or any kind, except Guide dogs, Hearing dogs, Assistance dogs or animals agreed by the Hall Officer as part of the Letting Agreement are allowed on the premises. In the case of any of the above, then all should be suitably restrained and under control using an appropriate lead/harness.

## **Fly Posting**

You must not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and must indemnify and keep indemnified us accordingly against all actions, claims and proceedings arising from any breach of this Condition. If you fail to observe this Condition you may be prosecuted by the local authority.

## **Sale of Goods**

You must, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, you must ensure that the total prices of all goods and services are prominently displayed, as must be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

## **Letting Deposit**

The Letting Officer may deem it appropriate to levy a deposit against the Hirer. In the case of a deposit being required then the hirer is responsible for paying the deposit amount 14 days before the letting takes place.

- (i) The deposit may be used to cover any damage incurred or items lost as a result of the letting and/or additional cleaning required.
- (ii) In the event of a successful letting with no liabilities against the hirer the Hall shall return the deposit by bank transfer within agreed terms.

## **Cancellation**

If you wish to cancel the booking before the date of the event and we are unable to agree a replacement booking, we may, in our complete discretion, require payment of the hire fee.

We reserve the right to cancel this Agreement by giving you written notice in the event of:

- the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;
- our reasonably considering that (a) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (b) unlawful or unsuitable activities will take place at the premises as a result of this hiring;
- the premises becoming unfit for your intended use;
- 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.
- any closure required by Government Legislation/directive.

In any such case you will be entitled to a refund of any monies already paid, but we will not be liable to you for any resulting direct or indirect loss or damages whatsoever.

### **End of Hire**

You are responsible for leaving the premises 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 we may make an additional charge.

You are responsible for removing and disposing of any waste materials that have been created on site during the length of your hire period.

### **No Alterations**

You must not make any alterations or additions to the premises nor install or attach any fixtures or placards, decorations or other articles in any way to any part of the premises without our prior written approval. In our discretion, any alteration, fixture or fitting or attachment which we have approved may remain in the premises at the end of the hiring. Such items will become our property unless you remove them, and you must make good to our satisfaction any damage you cause to the premises by such removal.

### **No Rights**

This Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on you.

**These Standard Conditions of Hire form part of a Model Hiring Agreement provided for Village Halls by ACRE (Action with Communities in Rural England).**