



# East Huntspill Village Hall Trust

Registered Charity No. 1087529

## Terms & Conditions of Hire

**Standard Conditions of Hire:** These standard conditions apply to all hiring of East Huntspill Village Hall. If the Hirer is in any doubt as to the meaning of the following, the Booking Secretary should immediately be consulted.

- ALL Hirers of the hall MUST sign a Hiring Agreement and return this Agreement to the Booking Secretary within 7 days of receipt
- Deposits must be paid on receipt of Invoice
- Full payment MUST be made at least 14 days before the function date
- Hire fees are those applicable on the date of the function
- The Hirer MUST be over **18** years of age
- All guests, Hirers and staff (including caterers & musicians etc.) must leave the hall by midnight
- The hire of the hall will be at the discretion of the Committee AT ALL TIMES
- The Hirer is responsible for ensuring the hall is locked and secure on leaving

### 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.

Where there is likely to be a predominance of people under 18 years of age, the signatory of the Hire Agreement must be over 18 years of age (please see additional supervision requirements below).

### Supervision

The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises, the fabric and the contents; their care, safety from damage however slight 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 of the highway. As directed by the Hall Secretary or Booking Secretary, the Hirer shall pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

Where there is likely to be a predominance of people under 18 years of age, the signatory of the Hire Agreement must be over 18 years of age and **MUST** be present throughout the period of hire and have additional supervision to relate to expected numbers. It is recommended that a ratio of one adult to ten young persons be ideal.

### Use of Premises

The Hirer shall not use the premises (including the car park) 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 or unsuitable purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.

### Insurance and Indemnity

- (a) The Hirer shall be liable for:
  - (i) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises
  - (ii) all claims, losses, damages and costs made against or incurred by the village hall management committee, 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, and

- (iii) all claims, losses, damages and costs made against or incurred by the village hall management committee, 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 (b), the Hirer shall indemnify and keep indemnified accordingly each member of the village hall management committee and the Village Hall's employees, volunteers, agents and invitees against such liabilities.
- (b) The Village Hall shall take out adequate insurance to insure the liabilities described in sub-clauses (a)(i) above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (a) (ii) and (iii) above. The Village Hall shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of the village hall management committee and the village hall's employees, 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 the insurance policy.
- (c) Where the Village Hall does not insure the liabilities described in sub-clauses (a)(ii) and (iii) 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 Booking Secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the Village Hall Booking Secretary to rehire the premises to another Hirer.

The Village Hall is insured against any claims arising out of its own negligence.

### **Gaming, Betting and Lotteries**

The Hirer shall 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**

The Hirer shall ensure that the Village Hall holds relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, the hirer holds a licence.

### **Film**

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film.

### **Childcare Act 2006**

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable Groups Act 2006 and only fit and proper persons who have passed the appropriate Criminal Records Bureau checks should have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Hirer shall provide the village hall management committee with a copy of their DBS check and Child Protection Policy on request.

### **Public Safety Compliance**

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and the hall's 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. The Hirer shall also comply with the hall's Health and Safety Policy.

The Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to the Booking Secretary and Secretary of the hall's Management Committee.

- (a) The Hirer acknowledges that by being provided with the Hirers' Handbook, they will receive 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. (A diagram of locations is included in the Hirers' Handbook)
  - 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

(b) In advance of any activity whether regulated entertainment or not the Hirer shall check the following items:

- That all fire exits are unlocked and panic bolts in good working order
- 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 obvious 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)

### **Noise/Disturbance**

It is the responsibility of the hirer to ensure that there has been no noise or disturbance whatsoever caused during the period of hiring as a result of the hiring.

At any event where music is played, it is the responsibility of the hirer to ensure that ALL external windows & doors remain closed. The hirer must regularly check the noise levels outside the hall and reduce the volume as necessary. The Hirer shall, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

All guests, hirers and staff must leave the hall by midnight. Please ensure that persons and vehicles leaving the site do so quietly to avoid disturbing the neighbours.

The Hall Committee reserve the right to terminate any contracts without prior warning if the forgoing requirements are not adhered to.

### **Drunk and Disorderly Behaviour and Use or Supply of Illegal Drugs**

The Hirer shall ensure that, in order to avoid disturbing neighbours to the hall and avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. No illegal drugs may be brought onto 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 way shall be asked to leave the premises in accordance with the Licensing Act 2003. Instances of drunk or disorderly behaviour may be reported to the police with a view to prosecution. All guests, hirers and staff must leave the hall by midnight.

### **Smoking**

East Huntspill Village Hall has a No Smoking Policy; this includes 'E' cigarettes, Vapes or any similar device.

The Hirer shall ensure that all users of the hall comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises. The Hirer shall ensure that anyone wishing to smoke does so outside in the designated smoking area and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

### **Food, Health and Hygiene**

If food is prepared, served or sold on the premises, the management committee is responsible for meeting legislative requirements to ensure that the hall, and in particular the kitchen, adequately provides for the possible level of catering to be undertaken by the hirers, and that it is clean and well maintained. The Hirer/caterers are responsible for ensuring that all stages of food preparation and service meet required health and hygiene standards. Under food safety legislation, village hall management committees are not required to register the hall as a food business. It is the responsibility of each separate food business using the hall to register.

Hirers/caterers are responsible for ensuring that all stages of food preparation and service meet required health and hygiene standards. The Hirer/caterer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular, dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. There is a refrigerator and freezer on the premises; the Hirer/caterer will be required to complete & sign the Temperature Agreement. The premises are not provided with a food thermometer.

## **Electrical Appliance Safety**

While the management committee are responsible for the regular testing of portable electrical appliances belonging to the hall, 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.

## **Stored Equipment**

The Village Hall 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 hiring or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

The Village Hall may use its discretion in any of the following circumstances: (a) Failure by the Hirer either to pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended, (b) Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in the village hall management committee disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

## **Accidents and Dangerous Occurrences**

Any failure of equipment belonging to the village hall must also be reported as soon as possible. The Hirer must report all accidents involving injury to the public to a member of the village hall management committee as soon as possible and complete the relevant section in the village hall's accident book. Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. The Booking Secretary, or other appointed Committee Member, 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 1995 (RIDDOR).

## **Explosives and Flammable Substances**

The hirer shall ensure that: (a) Highly flammable substances are not brought into, or used in any part of the premises and that (b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the management committee. No decorations are to be put up near light fittings or heaters.

## **Heating**

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises without the consent of the management committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

## **Animals**

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by the Village Hall. No animals whatsoever are to enter the kitchen at any time.

## **Fly Posting**

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and shall indemnify and keep indemnified each member of the village hall's management committee accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

## **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.

## **Damage**

All damage or loss caused to the hall, its fixtures & fittings will be charged to the hirer.

## **Cancellations**

The Hirer must notify the Booking Secretary of any cancellation at least 14 days before the function. Failure to do so will result in retention of the Special Deposit.

East Huntspill Village Hall reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- (a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election
- (b) the Village Hall management committee reasonably considering that
  - (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements,
  - or
  - (ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring
- (c) the premises becoming unfit for the use intended by the Hirer
- (d) 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.

In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the Village Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

## **End of Hire**

All guests, hirers and staff (including caterers and musicians etc.) must leave the hall by midnight.

It is a condition of hire that the hall is left in the clean and tidy state in which it was found; Hirers shall be responsible for ensuring that the floors are brushed/hovered & washed. **All** rubbish (including bathroom waste) must be removed. Cleaning tools and materials can be found in the Hirers Cupboard. Separate (red) equipment is provided for use only in the kitchen area. All liquid spills **MUST** be wiped up as soon as possible and tabletops wiped clean.

The Hirer shall be responsible for leaving the premises properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the village hall shall be at liberty to make an additional charge or with-hold deposits.

## **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 Booking Secretary or Hall Secretary.

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 recompense the Village Hall in full for the cost of repairing any damage caused to the premises by such removal.

## **Decoration**

Decorative items should not be stuck to the paintwork; please use Blu-tac or Sellotape to stick items to the plastic strip around the wall available for this purpose, or tie them onto the wall-hooks. Do not fix decorations near light fittings or heaters.

## **Smoke or Misting Machines**

Devices designed to produce smoke or mist are not permitted as these machines will trigger a fire alarm.

## **Inflatables**

A maximum of one inflatable device is permitted within the hall. Self-contained generator inflation units are not permitted, electrically powered units are permitted providing they meet electrical safety standards. *Please note that there is an additional charge for the use of an inflatable device.*

## **Fireworks/Sky Lanterns**

No fireworks of any type (either indoor or outdoor), nor sky lanterns, are permitted due to the fire risk presented.

## **Booked Time**

All hirers must book the full time required, including all setting up and break-down time. A minimum of 15 minutes will be allowed between bookings to allow for the changeover between outgoing and incoming hirers and is to be shared between the two parties.

FRIDAY/SATURDAY NIGHT bookings may be allowed up until 10am the following day (Saturday/Sunday) to clean and tidy the hall at no additional charge providing that the hall is not already booked for this time. However, you **MUST** indicate on the booking form that you will require this extra time.

## **Access to Hall**

Public access to the hall is via the MAIN DOOR in the front of the building. The public **MUST NOT** access the building via the kitchen door. Access to the grassed areas can be made via the Emergency Exit doors on the right-hand side of the hall. NO animals are allowed in the kitchen area.

## **Refundable (Special) Deposit**

This is to be paid for **ALL** hirings, and is to be paid on receipt of the Invoice. All or part of this deposit will be returned to the Hirer within 28 days of the function providing that all Terms and Conditions of Hire have been met, including:

1. The hall is left in a clean & tidy condition
2. No damage or loss has been caused to the premises and/or contents
3. All rubbish (including bathroom waste) has been removed from the site
4. There has been no noise or disturbance whatsoever caused during the period of hiring as a result of the hiring
5. There have been no complaints of noise or disturbance caused to neighbouring properties or any other instance of drunk or disorderly behaviour
6. All guests, hirers and staff have left the hall by midnight

## **Refundable Key Charge**

We will refund the key charge within 28 days of the termination of the period of hire provided that the key has been returned at the end of the hire period.

## **Hire Rates**

As per the current pricing sheet. No discounts will be given except at the discretion of the Committee.

## **New Years Eve Functions**

The hire rate to be that in force for a Saturday regardless of the day of the week New Years Eve might fall.

## **Events That Are Subject to Premise License Conditions**

At the time a request for the hall availability is made, the Booking Secretary will ascertain the nature of the activity to ensure it is covered by the Premise License held by the Committee. If it is a licensable activity not covered by the Premise License the hirer **MUST** be advised that they will require a Temporary Events Notice. The hirer in this case must be over 21 years of age.

## **Sale of Alcohol**

Where the sale of alcohol is to take place at an event, this can only be at a bar run by the hall Committee.

***PLEASE NOTE IF YOU HAVE A BAR, DUE TO LICENSING LAWS IT IS PROHIBITED TO BRING ANY ALCOHOL NOT PURCHASED ON THE PREMISES INTO THE BUILDING.***

***ANY ALCOHOL IN THIS BUILDING NOT PURCHASED FROM THE BAR WILL BE CONFISCATED***

## **No Rights**

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

## Regular Bookings *(Those that use the hall on a regular weekly or monthly basis)*

**In addition to the Standard Terms and Conditions set out above, the following Terms and Conditions also apply:**

1. All regular users will be required to sign a Hiring Agreement annually.
2. Regular hirers to be invoiced at the end of the month & payment made before the end of the following month.
3. Regular users may be issued with a key subject to signing the Key Holder Agreement, paying a £25.00 deposit & after satisfactory use of the hall for 6 weeks.
4. Any group found to be misusing the privilege of having a key by going in before their booked time, staying beyond their booked time or by making use of the hall at a time they have not booked, will be asked to return the key.
5. The hirer will be responsible for ensuring the hall is locked and secure on leaving.
6. At the discretion of the Hall Committee, an organisation using the hall on a regular basis may request that their equipment be included on the hall's Contents Insurance on condition that they pay any additional premium required and that they keep their equipment in good condition.
7. The Booking Secretary must be notified of any cancellation at least 14 days before the function. Failure to do so will result in full cost of booking being invoiced.

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### New Groups/Organisations Starting Up

Fees and arrangements at the discretion of the Committee.

### Consultation/Public Meetings

If held for the benefit/interest of the village community, these can be at no charge subject to the discretion of the Committee.

### Business & Commercial Bookings

All business & commercial users must be covered by their own Public Liability Insurance. Hire fees to be paid in advance.

### Use By Local Authorities/Educational Classes

Fees and arrangements at the discretion of the Committee.