

# TERMS AND CONDITIONS FOR HIRE OF EASTON ON THE HILL VILLAGE HALL

Agreements with the Trustees of Easton on the Hill Village Hall (“the Village Hall”) for the hire of the Village Hall or any part thereof (“the Premises”) are subject to these Terms and Conditions of Hire (CoH).

## 1. UNDERTAKING OF THE HIRER

The Hirer undertakes to acquaint themselves with the CoH in force at the time of hire.

## 2. SUPERVISION BY THE HIRER

The Hirer undertakes to be present, or arrange for responsible adults to be present, for the period of hire to ensure compliance with the provisions and stipulations contained or referred to in these CoH and any relevant licenses.

## 3. RESPONSIBILITY OF THE HIRER

The Hirer shall be responsible during the period of hire for:-

- a. Compliance with the guides provided for the use of the Village Hall.
- b. Ensuring that the Premises are kept secure for the duration of the hire.
- c. Supervision of the use of the Premises and the care of its fabric and contents.
- d. Ensuring that the purpose and conduct of the hire does not disrupt the wider community.
- e. Ensuring that the Premises (including foyer, kitchen, kitchen appliances and toilets as appropriate) are left clean and tidy with rubbish removed from the site at the end of the hire.
- f. Ensuring that all equipment, chairs and tables have been returned to their storage positions safely, the Premises are cleared of people, all lights switched off, and the building secured.
- g. Ensuring that any temporary fittings and fixtures comply with Health and Safety guidance, and in particular ensuring that any decorations used are not a fire hazard.
- h. Ensuring that no animals (including birds), except assist dogs are brought into the building, without written permission of the Village Hall on the occasion of a special event or hire agreed to by the Village Hall.
- i. Ensuring that NO animals whatsoever enter the kitchen at any time.
- j. Ensuring that no Barbecues, LPG appliances or highly flammable substances are brought into the Premises.
- k. Ensuring that they and their attendees recognise the fact that the Premises are situated in a residential neighbourhood and conduct themselves accordingly by, for example, taking care not to slam car doors, especially late at night, or playing music/making other sounds at inappropriate levels.

## 4. FIRE REGULATIONS

The Hirer shall:

- a. Ensure everyone is familiar with the position of the fire extinguishers, fire blanket and locations of the fire exits.
- b. Ensure that the “Emergency Exit” signs are kept illuminated.
- c. Ensure that the Fire Brigade is called to any outbreak of fire, however slight. Dial 999 or 112 on a mobile phone and ask for the Fire Service. There is no telephone in the Village Hall.
- d. Prior to the start of an event indicate the fire exits and Evacuation Meeting Place to the persons attending the event.
- e. The Evacuation Meeting Place in the adjacent car park. **DO NOT** impede entrance gates.
- f. Carry out a roll call to ensure everyone is accounted for. This information will be required by the emergency services.
- g. Relocate to another safe area if the fire is severe.
- h. People with a mobility problem should have a nominated helper to assist them in the event of a fire

## 5. GAS LEAK

**In the event of a suspected gas leak, IMMEDIATELY EVACUATE THE HALL and call the National Gas Helpline on 0800-111-999.** If competent turn off the gas supply at external supply box which is located externally at rear of toilet block.

## 6. USE OF PREMISES

The Hirer shall not:-

- a. Sub-let or use the Premises for any purpose other than that described in their Booking Application.
- b. Use the premises or allow the Premises to be used for any unlawful purpose or in any unlawful way.
- c. Do, or bring, anything onto the Premises which may endanger the Premises or invalidate the insurance.
- d. Allow the use of drugs or smoking within the curtilage of the VH.

## 7. HALL CAPACITY

The entertainment licence limits the maximum number of people in the hall at any one time to one hundred (100), however, experience has led to this figure being reduced to eighty (80) by the Committee. All evening functions must finish by 23:00 (11:00pm).

## 8. ROOF FANS

Select fan speed and direction of rotation, press time delay switch. Fan will run for approximately 15 minutes. We advise that you turn the fans on when the hall is being heated to help circulate the warm air. Reversing the rotation will draw up cold air to cool the hall.

## 9. PARKING

All vehicles are parked at owner's risk.

## 10. CURTAINS

These are operated by draw cords at the RIGHT HAND side of each window. **DO NOT** draw manually.

## 11. CLEANING EQUIPMENT

Brushes, broom, dustpan, mop and bucket available in left-hand kitchen cupboard. Please ensure they are replaced in a clean condition and that waste bins are emptied (replacement bin liners are in the bottom drawer if required).

## 12. HEATING & POWER

The heating is now controlled remotely and programmed to come on 2 hours before each booking and will switch off before the end of the event. If the hall gets too hot or indeed not warm enough, see Para. 8 above, or contact our Heating Controller or Chairperson. Contact details can be found on the notice boards. Wall sockets - ensure any equipment is electrically safe and tested before connecting to the hall electrical system. **NOTE: DO NOT TAMPER WITH THE WALL SOCKETS NEXT TO THE BOILER.** Cooker - main switch on the wall, with normal cooker controls. Please switch cooker OFF at main switch when leaving the hall.

**MALFUNCTION:** If the electrical power fails the emergency lighting system will operate; turn off all appliances you have been using and remove the plugs. Inform the Chairperson or Secretary. All relevant contact details can be found on the notice board.

## 13. PREMISES LICENCE AND OTHER RELEVANT LEGISLATION

The Hirer is responsible for:

- a. Ensuring no excessive noise occurs, particularly late at night or early morning, with a minimum of noise being made by any person on arrival or departure.
- b. Ensuring compliance with the laws relating to gaming, betting, and lotteries
- c. Complying with all conditions and regulations required by the Licensing Act, particularly in connection with events which include public dancing or music, or stage plays, or films, or similar entertainment taking place at the premises.

A breach of this condition may lead to prosecution by the local authority. **NOTE: The hall does not hold an alcohol licence and the sale of alcohol (whether directly or indirectly - by means of a so-called donation or otherwise) is expressly prohibited.**

## 14. COMPLIANCE WITH LEGISLATION RELATING TO CHILDREN OR VULNERABLE ADULTS

The Hirer shall ensure that any activities at the Premises for children or vulnerable adults comply with current legislation and that only fit and proper persons have access to children or vulnerable adults. Please read and implement the child protection policy as detailed on the main notice board.

**CHILD PROTECTION POLICIES ARE THE RESPONSIBILITY OF THE HIRER.**

## 15. INDEMNITY

The Hirer shall indemnify each of the Trustees of the Village Hall, their volunteers, agents and invitees against:

- a. All actions, claims, and costs of proceedings arising from any breach of the CoH.
- b. All claims in respect of damages, including damage for 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. As directed by the Village Hall, the Hirer shall make good or pay for all damage (including accidental damage) to the Premises or to the fixtures, fittings or contents (including crockery) and for loss of contents.

## 16. INSURANCE

The Hirer is responsible for ensuring that any catering company or operator hired to bring equipment (eg bouncy castles) onto the Premises has relevant and appropriate insurance, which shall include public liability insurance. Commercial hirers must provide Public Liability insurance (£5,000,000 minimum indemnity).

## 17. HEALTH AND SAFETY & FIRST AID

A first aid kit is situated on the wall between the kitchen and the hall. All accidents must be recorded in the book provided and reported to the Secretary or Chairperson. **Do not** introduce or use, any chemicals, fluids or materials which are hazardous to health or compromise safety on the premises. The step ladder is not to be used. Fold up tables are to be stacked/erected by 2 people and chairs should be moved singly. Food Standards Agency Regulations apply to the VH so that when function organisers, with the authority of the VH Committee, introduce food/drink for the consumption of the guests, then they become the food providers and are responsible for ensuring that the allergenic/food intolerance requirements of the Food Standards Agency, are met. The VH will take no responsibility for any guest who suffers an allergenic reaction to the food/drink due to the consumption thereof. Hand and tea towels are not provided, hirers should provide their own if required.

## **18. STORED EQUIPMENT**

The Village Hall may provide storage space for regular users, and may charge a deposit for the use of these storage spaces. These storage spaces remain the property of the Village Hall, and, on request, must be returned to the Village Hall. The Village Hall accepts no responsibility for any stored equipment or other property brought onto or left at the premises and all liability for loss or damage is hereby excluded. All equipment and other property, other than that stored on the premises by agreement, must be removed at the end of each hiring or storage period. The Village Hall may dispose of any such items left for more than 7 days at its discretion, by sale, or otherwise, on such terms and conditions as it thinks fit, and may charge the Hirer daily storage fees and costs incurred in storing and selling or otherwise disposing of the same.

## **19. DECORATING THE VH**

Decorations may be hung from the wooden rails, ornamental bosses and hooks provided on the side walls of the Hall but not elsewhere. Decorations introduced by the hirer should be hung in such a manner that they do not become a fire hazard. No other alterations or additions may be made to the Premises, and no fixtures, placards, or other articles be attached in any way to any part of the Premises without the prior approval of the Village Hall. 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 and become the property of the Village Hall or be removed by the Hirer. The Hirer must make good to the satisfaction of the Village Hall any damage caused to the Premises by such removal.

## **20 CANCELLATION OF A BOOKING BY THE VILLAGE HALL**

The Village Hall reserves the right to cancel bookings should the situation, in the view of the Committee, warrant it. The maximum notice of cancellation will be given and fees, if paid shall be returned. Reparation for direct or indirect losses incurred by hirers will not be entertained where the reason for cancellation is beyond the control of the Committee. A booking will be cancelled if, in the opinion of the Committee:

- a. A breach of licencing conditions or other legal statutory requirements might take place.
- b. It allows unlawful or unsuitable activities to take place at the Premises.
- c. The Premises have become unfit for the use intended by the Hirer. In any such case the Hirer shall be entitled to a refund of any deposit or hire fees already paid.

The Committee reserves the right to cancel a hiring in the event of the Premises being required for use as a Polling Station for a Parliamentary or Local Government election or bye-election or referendum

## **21. CANCELLATION BY THE HIRER**

If the Hirer cancels the booking before the date of the event and the Village Hall is unable to conclude a replacement booking, the Village Hall may, at their discretion, invoice the Hirer for full payment of hire fees and administration costs. See section (22) for more information on charges.

## **22. CHARGES**

The Hirer will be held responsible for any damages or loss of furniture, equipment or crockery. The Hirer shall pay to Easton on the Hill Village Hall Committee, on demand, the amount required to make good or remedy any such damage. Discounted prices may be available to registered charities and "not for profit" organisations.

For **ALL** parties or one-off events - 100% of the total cost will be payable at the time of booking at the discretion of the Committee.

For **ALL** group bookings - A £5 non-refundable administration fee will be payable for each session booked.

Bookings are charged for by the hour, or part thereof as follows:

For non-village hirers - £5/hr

For village hirers - £4/hr

Fees must be paid upon completion of the session. Payments for repeated bookings may be paid monthly, 3monthly, 6 monthly etc by negotiation with the Committee.

Cancellation charges prior to the event booking will be applied as detailed below:

Over 14 days £5- only the administration fee will be charged

14 days or less 50% of the total cost will be charged

7 days or less 100% of the total cost will be charged

Notice of cancellation must be made in writing/email and will become effective on the date received.

## **23 ACCEPTANCE**

These Terms and Conditions will have been made available to the Hirer at the time of making the booking. By proceeding with the booking the Hirer is deemed to have accepted these terms and conditions.