



# Honeybourne Village Hall

## STANDARD TERMS AND CONDITIONS OF HIRE - AGREEMENT

**NOTE** These standard conditions apply to all hiring of the Honeybourne Village Hall (referred to as HVH). If the Hirer is in any doubt as to the meaning of the document, please contact the HVH Trustees (HVHT): [admin@honeybournevillagehall.org](mailto:admin@honeybournevillagehall.org). These terms and conditions apply to all those who book and use HVH. They are part of an agreement between the HVHT and the Hirer, who may be an individual or an organisation represented by an authorised person. The HVHT will assume that anyone making and accepting a booking on behalf of an organisation is duly authorised to do so. In accepting these terms and conditions, the Hirer, being a person at least 18 years of age, 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.

All the conditions, plus any special conditions imposed at the time of booking, apply unless specifically excluded in writing when the booking is confirmed.

In addition to complying with the conditions set out in this Agreement, the Hirer also agrees to read and comply with any guidance and restrictions imposed by UK Government, risk assessments, directions, posters, or other safety information that is displayed at the Hall and accepts responsibility for ensuring that those who attend their event/class are aware of all the conditions and comply.

Acceptance of the booking constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

### Booking Process

**General** – To maintain compliance, we will need to know the reason for your hire. **Events are only allowed between the hours of 8.00 am and 11.00 pm Monday to Thursday and between the hours of 8:00 am and 12:00 pm (midnight) Friday, Saturday and Sunday.** 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 or private driveways.

The Hirer shall not use the premises for any purpose other than that described in the booking request and shall not sub-hire (without prior approval from HVHT) or use or allow the premises to be used for any unlawful purpose or in any unlawful way; nor do anything or bring onto the premises anything which may endanger the premises or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.

**Making a Booking** - the Hirer is responsible for specifying the room required, date and times and giving the required contact information and the reason for the hire. Hire periods must include adequate time to allow for any setting up of and dismantling / putting away of any furniture and equipment and cleaning the kitchen and foyer area. Hirers are expected to finish promptly and vacate the premises by the end of their hire period. A surcharge of £25.00 per ¼ of an hour will be charged, when the hire period has extended beyond the agreed hire agreement finish time. If the Hirer requires additional time, then this should be included in the time booked. There is no charge for use of the kitchen for serving tea/coffee with cake but use of the kitchen for serving

meals is chargeable. Current hire rates are available from the HVHT. A non-refundable 25% booking deposit will be invoiced at the time the booking is placed. On receipt of this payment, your booking is confirmed. A damage deposit will be charged at the time of the final invoice being raised to cover the cost of small damage to the hall. Any major damaged to the premises or carpark caused by the hirer will be invoiced separately and must be paid immediately.**Booking Acceptance** - The HVHT are responsible for reviewing the request for hire and advising acceptance or otherwise.

**Invoicing** - Hirers will receive an invoice with payment instructions. Full and final settlement of the final invoice is required before access to the HVH will be granted.

**Accessing the Hall** – HVHT or nominated volunteers will unlock the HVH at the start time of your hire and return to lock up at the agreed closing time, as per the booking form.

**End of hire** - The Hirer is responsible for leaving the premises and surrounding area in a clean and tidy condition, with all equipment, crockery and utensils cleaned and put away; lights, taps, equipment etc all turned off; all tabletops and kitchen surfaces wiped; furniture etc which has been used/moved must be returned to either their original place or our storage area; floor swept/vacuumed (DO NOT USE WATER/MOP THE FLOOR); all rubbish removed and placed in the appropriate wheelie bin and all windows closed; If the wheelie bins are full, then please take the excess waste with you – do not leave the bins overflowing or leave rubbish next to the bin. Do not dispose of waste cooking oil or grease down the sink. Any failure of equipment belonging to the Hall must be reported as soon as possible. We ask for your full co-operation with these requests. If the Hirer does not leave the Hall in a clean and tidy condition, the HVHT shall be at liberty to make an additional charge to cover the costs of cleaning which will be deducted from your security deposit. Any cleaning required will be charged at the current rate per hour. The decision of the HVHT is final. A further reminder, a surcharge of £25.00 per ¼ of an hour will be charged, when the hire period has extended beyond the agreed hire agreement finish time.

**Deposits and damage** – The HVHT wish to keep the Hall to the current high standard and therefore will include a damage deposit charge for each booking. A 25% non-refundable booking deposit is charged at the booking to secure the hire. The Hirer is responsible for making good or paying for repairs following any damage (including accidental damage) to the premises or to the fixtures, fittings, or contents, and for any loss of the contents during the period of their hire. This includes, but not limited to, damage to the structure, floor, interior walls, and doors of the Hall as well as damage to the electrical and water systems, fire extinguishers etc. The Hirer must obtain approval from the HVHT prior to making plans for any rectification and if the Hirer wishes to obtain a quote for rectification work, this must be provided within 2 working days of the hire date with a prompt date for the rectification, otherwise the HVHT will obtain their own quote and will charge the Hirer accordingly. The decision of the HVHT is final. Returnable damage deposits will be returned within ten days from the date of the hire, less any deductions.

**Cancellation** - The HVH Trustees will be reasonably flexible in relation to modifications or postponements made by the Hirer due to changes in circumstance. However, the 25% deposit paid at the time of the booking is non-refundable, should the hirer decide to cancel and not modify or postpone their hire. The HVH Trustees reserve the right to cancel a booking (which may be at short notice) in the following circumstances:

- the premises being required for use as a Polling Station for a Parliamentary or Local Election or By-election or Referendum or any such poll;
- such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements;

- unlawful or unsuitable activities taking place at the premises as a result of the hiring
- the premises becoming unfit for the use intended by the Hirer (in the opinion of the HVH Trustees or per government guidance)
- an emergency requiring use of the premises as a shelter for victims or those at risk of flooding, snowstorm, fire, explosion, or similar disasters

In any such case the hirer is entitled to a full refund of any monies paid, but the HVHT shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

## The Hire

**Alcohol and Drugs** – We do hold a licence for the sale of alcohol, however this licence only covers the sale of alcohol where HVH Trustees operate the bar. If the Hirer wishes to sell alcohol at the event at the Village Hall, the Hirer must email [admin@honeybournevillagehall.org](mailto:admin@honeybournevillagehall.org) to seek approval to sell alcohol on the premises, once approval has been provided the hirer is required to apply to the local Licensing Authority for a special license (Temporary Event Notice (TEN)) for the Hirer/bar provider at the Hirer's expense. The hirer is responsible for providing a copy of their licence from the local Licensing Authority ten days prior to the hire date. If a copy of the licence is not provided the hire will be cancelled and no refund of the booking deposit will be made. The HVHT are responsible for compliance with the requirement that no more than 15 TENs can be granted for the premises in any one year. The Hirer is responsible for taking action to avoid excessive consumption of alcohol to prevent disturbance to our neighbours and avoid violent or criminal behaviour. Drunk and disorderly behaviour is not permitted either on the premises or in its immediate vicinity. The Hirer is responsible for not serving alcohol to any person suspected of being drunk or to any person suspected of being under the age of 18. The Hirer is responsible for asking 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. No illegal drugs, may be brought onto the premises.

**Alterations and Decorations** – 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 HVHT. Any alteration, fixture or fitting or attachment so approved shall, at the discretion of the HVHT, remain in the premises at the end of the hiring, will become the property of the HVHT unless removed by the Hirer who must make good to the satisfaction of the HVHT any damage caused to the premises by such removal. Helium balloons are not allowed in the hall as they may become loose and interfere with the ceiling fans or become inaccessible in the apex of the ceiling. The Hirer shall not use drawing pins, staples, Sellotape, Blu-tack or any sticky substance (except for white-tack) on the walls or other surfaces and should ask the HVHT if they require notices or decorations to be put up. Decorations should not be of a combustible nature and should never be placed near light fittings or heaters. Naked flames (e.g. Tea lights or candles) are not allowed. The use of Chinese Lanterns is also forbidden.

The hirer is responsible for removing their decorations and all associated materials before they leave. The use of party poppers, party cannons, streamers, confetti, or similar items is not permitted as these can stain the wooden floor.

The Hirer is responsible for not allowing any highly flammable substances to be brought into or used in any part of the Hall premises.

**Animals** - The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises. No animals whatsoever are to enter the kitchen at any time.

**Film shows** - 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.

**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 the HVHT 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.

**Gaming, Betting and Lotteries** - The Hirer shall ensure that nothing is done on or in relation to the Hall in contravention to the law regarding Gaming, Betting and Lotteries.

**Heating** - The Hirer shall not interfere with the heating system in the Hall and is responsible for ensuring that no unauthorised heating appliances are used on the premises when open to the public without the consent of the HVHT. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

**Licensing and activities that are not permitted** - The HVHT are responsible for holding a Music Licence which permits the use of copyright music in any form, e.g., record, compact disc, tapes, radio, television or by performers in person. If other licences are required in respect of any activity in the Hall the Hirer is responsible for holding the relevant licence or determining whether the HVHT hold it. 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. Performances involving danger to the public or of a sexually explicit nature are not permitted.

**Noise** - The hall is in a residential area, and we ask that the Hirer ensures that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning, thereby respecting our neighbours. If your guests are making use of the areas outside, then please also be mindful of disturbing nearby residents. HVHT make use of a noise limitation device, to minimize the noise around the local area and to comply with any other licensing conditions for the premises. Hirers should be aware, should the sound exceed the allowable noise level, the system will automatically disconnect the power for 15 seconds. Note that to avoid activating the noise limitation device, we recommend that the bass is kept low.

**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 HVHT with a copy of their appropriate Safeguarding policy (Safeguarding Children's or Safeguarding Adult Procedures) at the time of booking. Bookings will not be accepted until these documents are provided.

**Audio Visual System, Sound System, microphones, TV** – The HVHT make the audio-visual system, sound system, microphones, and television available for use at no additional charge, in order to enhance the facilities offered to hirers. These items are provided as complimentary equipment and are not included within the standard hourly hire fee. Accordingly, the HVHT do not guarantee the availability, functionality, or performance of this equipment at all times. HVHT accept no liability for any failure of the equipment, nor for any inability of a hirer's own device to connect to the system, including via Bluetooth.

**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.

**Smoking** – The Hall is a strictly non-smoking premises. The Hirer is responsible for making sure that all those present at their event comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. The Hirer is responsible for asking any person who breaches this provision to leave the premises. In addition to being a non-smoking facility, the use of electronic cigarettes is also prohibited. Anyone wishing to smoke

should go outside of the Village Hall to the designated area where the ash bin is situated. Please be considerate to other Hall users and do not smoke near open windows or doors.

**Stored equipment** - All equipment and other property (other than that agreed by the HVHT) 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 until the equipment is removed. The HVHT 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. The HVHT may, use discretion in 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 equipment beyond the agreed storage period.

## **Health and safety**

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, 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. No more than the permitted capacity may be present at any event. The permitted capacity is displayed on noticeboards. Hirers must make themselves and any guests aware of the emergency escape routes and fire alarm procedures as displayed in the Village Hall. Fire exits must not be obstructed under any circumstances. There is a fire blanket in the kitchen and fire extinguishers are located at various locations throughout the Village Hall.

**Accidents** - There is a First Aid box in the kitchen which contains a UK GDPR compliant Accident Book. The Hirer must inform the HVHT of all accidents involving injury 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 Health and Safety Executive- this is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR). The HVHT may contact the Hirer for information regarding the accident in order to fulfil the RIDDOR requirements.

If you used any of the fire or first aid equipment, please advise the HVHT so that we can replace the necessary items.

Sitting or standing on tables is forbidden – please use the chairs provided.

**Fire safety** - The Hirer is responsible for reading the information in the Village Hall regarding the action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the Village Hall. The location and use of fire equipment is shown on a diagram available from the HVH T.

The Hirer shall check the following items:

- That all fire exits are unlocked.
- That all escape routes are free of obstruction and can be safely used.
- That any fire doors are not wedged open.

The Fire and Rescue Service must be called to any outbreak of fire, dialling **999** and quoting "**Honeybourne Village Hall, Harvest Close, Honeybourne, WR11 7RH**" however slight, and details of any callouts must be given to the HVHT.

**Food hygiene** - the Hirer shall, if preparing, serving, or selling food, observe all relevant food health and hygiene legislation and regulations. The Hirer is responsible for following requirements with regard to food allergies. Dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The fridge and freezer in the Hall kitchen have temperature displays.

**Electric supply and appliance safety** - The Hirer shall ensure that any electrical appliances brought by them or an outside agency (e.g. caterer, disco operator) 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 (this includes the requirement for annual Portable Appliance Test/PAT). Where a residual circuit breaker is provided the hirer must make use of it in the

interests of public safety. The HVHT do not accept any responsibility or liability for any inconvenience or loss, including any consequential loss which may occur due to any power failure - however caused.

### **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 HVHT, 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 HVHT, 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 the HVHT, volunteers, agents and invitees against such liabilities.

(b) The HVHT are responsible for taking 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 the HVHT, 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) The hire and use of bouncy castles or similar inflatable play equipment is undertaken entirely at the Hirer's own risk. The HVHT accept no responsibility or liability whatsoever for any damage to property, or for any injury, loss, or harm sustained by any person arising from the use, operation, installation, or supervision of such equipment on the premises. It is the sole responsibility of the Hirer to ensure that the supplying hire company provides appropriate Public liability insurance, safety certification, and operational guidance. Hirers are strongly advised to confirm that adequate insurance cover is in place prior to use.

(d) Where the HVH does not insure the liabilities described in sub-clauses (a)(ii) and (iii) above, the Hirer shall take out adequate Public Liability Insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the HVHT. Failure to produce such policy and evidence of cover will render the hiring void and enable the HVH Trustees to rehire the premises to another Hirer. The Village Hall is insured against any claims arising out of its own negligence only. No bookings will be accepted without the appropriate paperwork being provided at the time of booking.