

## 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 Hall Administrator: [honeybournehallbookings@yahoo.com](mailto:honeybournehallbookings@yahoo.com).

These terms and conditions apply to all those who book and use HVH. They are part of an agreement between the Village Hall Trustees (referred to as VHT) and the Hirer, who may be an individual or an organisation represented by an authorised person. The VHT 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. In general, events are only allowed between the hours of **8.00 am and 11.00 pm**. If you wish to run an event outside of these hours, please advise the Hall Administrator in advance. 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 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 be long enough to allow for any setting up of and dismantling /putting away of any furniture and equipment. Hire periods of an hour or more are separated by a 15-minute shared changeover time to allow Hirers to set up on arrival and dismantle on departure. Hirers are required to finish promptly and to share the time in a co-operative manner. If the Hirer requires additional time, then this should be included in the time booked. Please note that this 15-minute slot is shared between the hire that is closing and the hire that is setting up.

Hires for events such as parties, weddings etc will be charged at the rate for exclusive use. 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 Hall Administrator. Security/damage deposits may be charged at the discretion of the Hall Administrator.

**Booking Acceptance** -The Hall Administrator is responsible for reviewing the request for hire and advising acceptance or otherwise. We regret that we cannot accept bookings for parties for ages 14-21, or bookings for hen/stag parties due to concerns around the level of damage and nuisance caused by such events.

**Invoicing** - Hirers will receive an invoice with payment instruction. For some hires, payment is required in full before the access key code is provided and the event can take place. Once the payment has been received, the booking is confirmed. Our invoices contain payment instructions. For regular hirers who are billed retrospectively, we reserve the right to charge a late payment fee of £10 on invoices that remain unpaid 30 days after invoice date.

**Accessing the Hall** - The key collection process will be confirmed by the Hall Administrator once payment is received. If the key is not returned as requested, a charge of £40 may be deducted from the deposit. No individual keys will be provided to Hirers.

**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 moved returned to their storage place; floor swept/vacuumed (DO NOT USE WATER/MOP THE FLOOR!); all rubbish removed and placed in the appropriate wheelie bin; all windows closed; and the building itself secured and the alarm set (unless otherwise directed). 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 VHT shall be at liberty to make an additional charge. Any cleaning required will be charged at the current rate per hour. The decision of the VHT is final.

**Deposits and damage**– The VHT wish to keep the Hall to the current high standard and reserve the right to include a deposit charge for a booking. Current deposit rates are available from the Hall Administrator. The Hall Administrator may advise the Hirer that an inspection will be carried out at the close of their hire by two representatives of the VHT to check the premises/equipment for cleanliness or any damage. 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 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 Hall Administrator 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 VHT will obtain their own quote and will charge the Hirer accordingly. The decision of the VHT is final. Returnable deposits will be returned promptly, less any deductions.

**Cancellation** - The VHT will be reasonably flexible in relation to modifications, postponements and cancellations made by the Hirer due to changes in circumstance but reserve the right to make cancellation charges. The maximum cancellation charge is the cost

of the hire for the event that was cancelled. The cancellation of a single use hire for an event will not be charged if more than 3 months' notice is given, if less than 3 months and more than 1 weeks' notice the cancellation fee will be 50% of the hire charge; if less than 1 weeks' notice is given the cancellation charge will be 100% of the hire charge.

Once a booking is confirmed, the VHT will not hire the room that has been booked to any other user. The VHT 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
- the VHT reasonably considering that
  - such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements
  - unlawful or unsuitable activities will take 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 VHT 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 VHT shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

## **The Hire**

**Alcohol and Drugs** – If the Hirer wishes to serve alcohol at the event at the Village Hall, the Hirer must email [honeybournehallbookings@yahoo.com](mailto:honeybournehallbookings@yahoo.com). The administrator will then advise whether the hirer must apply to the local Licensing Authority for a special licence (Temporary Event Notice (TEN)) for the Hirer/bar provider at the Hirer's expense. The Hall Administrator is 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 Licencing 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 Hall Administrator. Any alteration, fixture or fitting or attachment so approved shall, at the discretion of the VHT, remain in the premises at the end of the hiring. It will become the property of the VHT unless removed by the Hirer who must make good to the satisfaction of the VHT 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 Hall Administrator 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. Care and adult supervision is required around

tea lights and candles. No naked flames should be unattended. The use of Chinese Lanterns is 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, other than by prior agreement with the Administrator. 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 VHT 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 VHT. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

#### **Licencing and activities that are not permitted**

The VHT 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 VHT hold it. Performances involving danger to the public or of a sexually explicit nature are not permitted.

**Noise – external** 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. The Hirer shall, if using sound amplification equipment, make use of the noise limitation device provided at the premises and comply with any other licensing condition for the premises. Note that to avoid activating the noise limitation device, we recommend that bass is kept low.

**Noise – internal** – the hall is designed to allow more than one activity to take place at the same time, to maximise income for the charity. We ask all hirers to respect the needs of other hirers using another space at the same time as their booking by doing everything possible to avoid causing a nuisance to others.

#### **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 CRB check and Child Protection Policy on request.

**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 no-smoking facility, the use of electronic cigarettes is also prohibited. Anyone wishing to smoke should go outside of the 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 Administrator) 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 VHT 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 VHT 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 Hall. Fire exits must not be obstructed under any circumstances. There is a fire blanket in the kitchen and fire extinguishers at various locations in the Hall.

**Accidents** - There is a First Aid box in the kitchen which contains a GDPR compliant Accident Book. The Hirer must inform the Hall Administrator 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 Hall Administrator 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 Hall Administrator so that we can replace the necessary items.

Sitting or standing on tables is forbidden.

### **Fire safety**

The Hirer is responsible for reading the information in the Hall regarding 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 is shown on a diagram available from the Hall Administrator.

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 shall be called to any outbreak of fire, however slight, and details of any callouts must be given to the Hall Administrator.

**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 about 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 VHT 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 VHT, 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 VHT, 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 the VHT, the Village Hall management committee and the Village Hall's employees, volunteers, agents and invitees against such liabilities.

(b) The VHT is 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 VHT, 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 Hall

Administrator. Failure to produce such policy and evidence of cover will render the hiring void and enable the Hall Manager to rehire the premises to another Hirer.

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