



## Preston on Stour Village Hall

### Terms & Conditions

For the purposes of these Terms & Conditions, the term **HIRER** shall mean an individual hirer or, in the case of an organisation, the authorised representative.

#### 1. Bookings and Hiring Policy:

1. When the **HIRER** is unknown to the Bookings Clerk, the **HIRER** may be asked to produce personal identification and proof of address.
2. Bookings will only be accepted on completion of a Hiring Agreement form submitted, with the full Hire Charge, to the Bookings Clerk, prior to the hire date. In the case of long-term **HIRERS** a long term hiring agreement must be signed and monies paid according to that agreement.
3. The Bookings Clerk has the right to refuse a booking of the Village Hall provided the refusal is reported to the Management Committee. The Management Committee reserve the right to refuse a hire.
4. The **HIRER** shall not sub-let the Village Hall or any part thereof.
5. The **HIRER** shall not use the premises for any purpose other than that specified in the Hiring Agreement.
6. The hire of the Village Hall does not entitle the **HIRER** to use or enter the premises at any time other than the specific hours for which the Hall has been hired, unless prior arrangements have been made with the Bookings Clerk.
7. The **HIRER** is fully responsible for compliance with the Community Premises Licence (displayed in the Lobby).
8. Organisations hiring the Village Hall, for groups involving children under 18 years of age or vulnerable adults, must provide evidence of affiliation to an appropriate governing body and/or that relevant safeguarding procedures have been followed. See <https://www.gov.uk/government/publications/safeguarding-children-and-young-people/safeguarding-children-and-young-people>

#### 2. Hire Charges:

1. All hourly rates will be reviewed annually by the Management Team (at its Annual General Meeting).

#### 3. Cancellation Policy:

1. In the event of late cancellation by the **HIRER**, 50% of the fee will be retained by the Committee or in the event that the fee has not been paid in advance, 50% of the fee will be a debt and owing to the Committee.
2. The Management Committee reserves the right to cancel any hiring in the event of the hall being required for use as a Polling Station for a Parliamentary or Local Government election or by-election, in which case the Hirer shall be entitled to a 100% refund of charges if already paid.
3. The Management Team reserve the right to cancel a Long Term Contract at any time, with 7 days notice in writing to the Hirer..

#### 4. Supervision:

1. The **HIRER**, will, during the period of the hiring, be responsible for the 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 supervision of car parking arrangements so as to avoid obstruction of the highway.
2. The **HIRER** shall not 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 same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.
3. The **HIRER** will ensure that all heaters, water heaters and sockets are turned off before vacating the premises. Water heaters are clearly marked on the wall in the kitchen.
4. The Hall operates a no smoking policy throughout the building (including the entrance lobby, toilets and stores).
5. The **HIRER** will ensure that all means of escape are kept clear and will not move or tamper with the fire extinguishers.

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6. The **HIRER** will not permanently affix anything to any part of the building (inside or outside).
7. The **HIRER** will leave the Hall in a clean and tidy condition at all times.
8. The **HIRER** will ensure all accesses are locked on departure, & short-term hirer's return the key, to the Booking Clerk.
9. The **HIRER** will **not** allow any vehicles to be driven over the grass, or onto the hard standing directly in front of the main entrance.

#### **4. Maximum Capacity:**

1. Fire regulations restrict the number of persons occupying the property to: Main Hall – 188 persons (closed seated audience) 94 persons - seated at tables.

#### **5. Health, Safety & Fire:**

1. The Village Hall's Health and Safety Policy must be read, understood and adhered to at all times. The **HIRER** shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, the Licensing Authority or otherwise.
2. Upon completion of the Hire Agreement the **HIRER** will ensure that they have familiarised themselves with the Village Hall Fire Notices, the location and use of the fire and first aid equipment, the escape routes and the method and operation of escape door fastenings.
3. All fire exits are to be unlocked and escape routes must remain clear of obstruction. Fire doors must not be wedged open.
4. There must be no obvious fire hazards in the premises.
5. The **HIRER** shall ensure that any electrical appliances, brought into the premises by them, or any user of the Village Hall during their period of hire, be in good working order and is Portable Appliance Tested (PAT).
6. Should a fire occur, the Fire Brigade shall be called however slight the fire appears to be.
7. Naked flames, including Barbeques, cigarettes, lighters and candles (with the exception of birthday cakes, tea lights, which must be supervised by an adult at all times), are not permitted inside the Hall.
8. The **HIRER** is responsible for ensuring the safety of any equipment (e.g. bouncy castles etc), activity or entertainment.

#### **6. Insurance & Indemnity:**

The **HIRER** will be liable for the following:

1. The cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or to the contents of the premises.
2. All claims, losses, damages and costs made against or incurred by the 3PM, volunteers, 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
3. All claims, losses, damages and costs made against or incurred by the 3PM, volunteers, 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**, the Hirer shall indemnify and keep indemnified accordingly each member of the 3PM and the Village Hall's volunteers, and invitees against such liabilities.
4. The **HIRER** shall be responsible for taking out any appropriate insurance on their own behalf.
5. The Village Hall is insured against any claims arising out of its own negligence or for fire.

#### **7. Licences:**

1. The **HIRER** shall ensure that the Hall holds a Performing Society Rights Licence, which permits the use of copyright music in any form i.e. record, CD disc, radio, television or by performers in person. If other licences are required in respect of any activity in the Hall the **HIRER** must ensure that they hold the relevant licence or that the Hall holds it.

#### **8. Sale of Alcohol:**

1. The Village Hall is not licensed for the sale of alcohol. No alcohol is permitted to be sold in any part of the premises without recording the intention on the Hiring Agreement. With the agreement of the 3PM, the **HIRER** will be responsible for submitting the necessary Temporary Event Notice (TEN) to the Licensing Authority & relevant authorities, no later than ten working days before the event. A copy of the TEN must be displayed in the premises during the event. The Police and Local Authority have rights of entry to the premises to assess the likely

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effect of the TEN on crime prevention. Application forms for Temporary Event Notices are available on line, from Stratford District Council Council: <http://www.stratford.gov.uk/business/business-302.cfm>)

#### 9.Storage:

1. In any event, permission of a 3PM member must be obtained before goods or equipment can be stored in the premises overnight.
2. 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.

#### 10. Betting & Gambling:

1. Betting and gambling are not permitted within the Hall premises:

#### 11. Car Parking:

1. Use of The Village Hall car park is for persons using the Village Hall only.

#### 12. Loss of Property:

1. The Management Team accept no responsibility for damage to, the loss of, or the theft of Village Hall user's property or effects.

#### 13. Nuisance:

1. **HIRERS** and organisers of events in the Village Hall are responsible for ensuring that the noise level at their function is not such as to interfere with others within the premises nor to cause inconvenience or annoyance to occupiers of nearby houses.
2. People should avoid all undue noise on arrival and departure, especially late at night.
3. The Management Team reserve the right to terminate a booking where the Hiring has become disorderly or where offensive material or behaviour is in evidence.

#### 14. Fireworks and Pyrotechnics:

1. Due to the close proximity of other houses and wooden constructions there is a total ban on the use of fireworks or any form of pyrotechnics in or around the Village Hall.

#### 15. End of Hiring:

The **HIRER** will be responsible for

1. Leaving the premises and surrounding area in a clean and tidy condition.
2. Ensuring that tables are folded and that chairs are stacked carefully, being replaced as found. On no account are stacks of chairs to dragged across the floor, the trolley provided must be used at all times.
3. Checking that heaters and electrical appliances, including cookers and lights are switched off.
4. Ensuring that all rubbish is bagged and removed from the site, or use of outside bins provided.
5. Ensuring that all internal doors are closed, the external doors and windows are closed and locked at the end of the event and that the building is left in a safe condition, with particular regard to FIRE.
6. Ensuring that the keys being returned to the Bookings Clerk at the end of the hire period.

*Any incident arising from the result of failing to comply with these Terms and Conditions of Hire will be the sole responsibility of the Hirer.*

**Signature of HIRER:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature of 3PM member:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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