

EMERY DOWN & BANK VILLAGE HALL

TERMS & CONDITIONS OF HIRE

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Booking Agreement

By proceeding with your booking you are deemed to have accepted the following terms and conditions for the hire of the hall.

Agreements with the Trustees of Emery Down & Bank Village Hall (“the Village Hall”) for the hire of Emery Down & Bank Village Hall or any part thereof (“the Premises”) are subject to these Terms and Conditions of Hire (“the Hire Conditions”). A Trustee, or anyone nominated by a Trustee, may enter the hall, car park or garden at any time during a booking for the purpose of ensuring these terms and conditions are being properly observed. Any instructions given by such a person must be complied with.

Undertaking of the Hirer

The Hirer undertakes to ensure that they have an understanding of the Hire Conditions for the time being in force.

Supervision by the Hirer

The Hirer undertakes to be present, or arrange for sufficient adult representatives to be present, throughout the entire period of hire to

ensure compliance with the provisions and stipulations contained or referred to in these Hire Conditions and any relevant licenses.

Responsibility of the Hirer

The Hirer, who shall not be less than 18 years of age, shall be responsible during the entire period of hire for:-

- Being familiar with, and complying with, the guides provided for the use of the Village Hall
- Ensuring that the hall and its car park/perimeter is not entered prior to the time that it has been booked by the hirer and/or is exited no later than the end of the booking period.
- Observing the minimum period between separate bookings (15 minutes) to ensure all previous hirers have completely left the hall and car park without risk of double parking etc.(see below)
- Ensuring that the Premises are kept secure for the duration of the hire
- Supervision of the use of the Premises and the care of its fabric and contents
- Ensuring that the Premises (this includes but is not limited to the hall, garden, car park, entrance, kitchen, kitchen appliances, table ware, cutlery, tables, chairs and toilets as appropriate) are left clean and tidy with all rubbish removed from the site at the end of the hire
- 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, heating returned to 15 degrees and the building secured, with keys returned to the key safe
- Ensuring that any temporary decorations (e.g. bunting or banners) comply with Health and Safety guidance, and in particular ensuring that any decorations used are not a fire hazard.
- Ensuring that unimpeded access is constantly maintained within the hall to the main exit and fire exit, with no items blocking these exits outside the building (see below)

- Ensuring that any equipment or electrical appliances brought onto the Premises and used there shall be certified safe and in good working order, and used in a safe manner
- 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
- Ensuring that NO animals whatsoever enter the kitchen at any time
- Ensuring that no BBQ's, LPG appliances or highly flammable substances are brought into the hall building, or adjacent to it. For the avoidance of doubt this includes candles
- Ensuring that they and their attendees recognise the fact that the Premises are situated in a quiet rural neighbourhood and conduct themselves accordingly by, for example, taking care not to slam car doors, especially late at night, and not playing music or making other sounds at inappropriate levels
- Ensuring that the key safe code is not divulged to any other party who is not a hirer of the village hall without consent of the trustees

Deposit

A deposit of £200 is required for all wedding bookings and will be returned at the end of the booking provided that the hall terms and conditions are complied with. The trustees reserve the right to retain all or part of the deposit should any of the hall terms and conditions be breached.

Fire Regulations

The Hirer shall:

- Ensure that the “Emergency Exit” signs are kept illuminated
- Ensure that the Fire Brigade is called without hesitation when a fire is detected, however slight. The postcode for the hall is **SO43 7EB**

- Prior to the start of an event indicate the fire exits and Evacuation Meeting Places to the persons attending the event
- No person may re-enter the Hall without the permission of the Fire Brigade

There are two Evacuation Meeting Places: (1) The Car Park at the front of the building (people assembled should be warned against standing in the road) and (2) the Rear Garden at the back of the hall, especially where congestion would be a hazard to the front of the hall

Use of Premises

The Hirer shall not:-

- Use the hall after 23:30, or before 08:00
- sub-let or use the Premises for any purpose other than that described in their Booking Application
- use the premises or allow the Premises to be used for any unlawful purpose or in any unlawful way
- do anything or bring onto the Premises anything which may endanger the Premises or render invalid any insurance policies in respect thereof
- permit the use of illegal drugs or any illicit substance within the hall, car park or garden
- allow smoking in the Premises or in the vicinity of the entrances. For the avoidance of doubt this includes vaping and other similar devices
- enter the car park area or hall prior to the agreed time of hiring, nor leave any later than the time agreed. The minimum period between separate bookings is 15 minutes

Marquee

Prior agreement must be sought to erect a marquee in the grounds of the village hall. An additional charge will be made and hirers should refer to the bookings manager or a trustee for details of the additional charge.

Health and hygiene

The Hirer 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. A refrigerator is provided on the premises.

Refuse

Hirers are asked to take refuse home if possible although wheelie bins are situated outside the hall and may be used for small quantities of refuse. Please ensure that refuse is put into bin bags before being put into the wheelie bin.

Empty bottles and glass should be taken home or taken straight to a suitable council supplied glass collection point. Do not put glass in the wheelie bins.

Car Parking

No vehicles are permitted to park beyond the kerb line to the front of the hall. The wide road area at this point is a designated passing point. Equally, no other passing points should be used for parking purposes.

Vehicles are parked at owner's risk. The Trustees are not responsible for the security or safekeeping of any parked vehicles on the site.

Premises Licence and other relevant legislation

The Village Hall does not hold a licence for the sale of alcohol or a Performing Society Right License which permits the use of copyright music in any form, e.g. record, compact disc, tapes, radio, television or by performers in person. If licenses are required in respect of any activity in the village hall the Hirer should ensure that they hold the relevant licence or the village hall holds it.

The Hirer is responsible for:

- Ensuring that alcohol may not be served to any person under the age of 18 years
- 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

The Hirer shall ensure that the users:

- do not contravene the law relating to gaming, betting, and lotteries
- comply 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

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 in that

regard and that only fit and proper persons have access to children or vulnerable adults. Child Protection Policies are the responsibility of the Hirer.

Indemnity

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

- the cost of repair of any damage done to any part of the Premises including the curtilage thereof or the contents of the Premises
- against all actions, claims, and costs of proceedings arising from any breach of the Hall Conditions
- 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 and for loss of contents.

Insurance

The Hirer is responsible for ensuring that any catering company or operator hired to bring equipment such as a bouncy castle (note – to be properly tethered and supervised at all times) or marquee onto the Premises has relevant and appropriate insurance, which shall include public liability insurance.

Commercial hirers must provide Public Liability insurance (£10,000,000 minimum indemnity).

The village hall does have public liability insurance details of which will be supplied upon request.

Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to an authorised representative of the Village Hall (see notice at the entrance) as soon as possible, and complete the relevant section in the Village Hall's Accident Book. Any failure of equipment, either that belonging to the Village Hall, or brought in by the Hirer must also be reported as soon as possible.

Stored equipment

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 7 days thereafter at its discretion, by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer daily storage fees and costs incurred in storing and selling or otherwise disposing of the same.

Alterations

Temporary (not heavy) decorations may be tied to existing hooks/ wooden sections of the inside walls, but not elsewhere. On request, Hirers must produce a certificate that the decorations are not a fire hazard. No Blu-tack, drawing pins, adhesive tape or similar may be used as this can damage the fabric of the building.

No other alterations or additions may be made to the Premises, and no fixtures may be installed, or placards, or other articles be attached in any way to any part of the Premises without the prior written approval of the Village Hall.

The Hirer must make good to the satisfaction of the Village Hall Trustees any damage caused to the Premises.

Cancellation by the Hirer

For standard hires, such as parties or meetings, if the Hirer cancels the booking more than 28 days before the date of the event the Hirer will receive a full refund. If the Hirer cancels the booking between 14 and 28 days before the event the Hirer will receive a 50% refund. If the Hirer cancels the booking within 14 days of the event there will be no refund.

Hirers with long term and/or regular bookings must give one calendar month notice of cancellation of bookings.

Cancellation by the Village Hall

The Village Hall reserves the right to cancel a hiring by written notice to the Hirer.

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

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.