

# CODFORD VILLAGE HALL AND BROADLEAZE FIELDS

(Charity No: 305493)

## Terms and Conditions of Hire

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### SECTION ONE - INTRODUCTION

1.1 Codford Village Hall (CVH) and the Broadleaze Fields are a community facility established as a charitable trust in 1949. They are managed by a volunteer committee and a small group of employed staff and some other enthusiastic volunteers. The Committee is responsible for the control, operation, maintenance and improvement of the hall and fields and raising the funds to do so.

1.2 The Hall is situated within its own grounds that include parking, a childrens' play area, a full-sized sports pitch and a tennis court.

1.3 The Hall itself has three different function rooms and a kitchen which can be booked individually, or in combination to suit a wide range of events. To get an idea of the space available, please look at our Gallery Page on our website, <http://www.codfordvillage.org.uk/village-hall---bar.html>. The rooms are as follows:

- The Large Hall. The Large Hall is 60m x 25m and can be used for a wide range of activities including: a full-sized badminton court (or two half size courts), short mat bowls, dancing, keep fit, yoga, discos, dances, parent and toddler groups, indoor markets, private functions and wedding receptions. It has a fire licence for up to 150 people. Adjacent to the Hall is a fully equipped kitchen, available at a small extra charge. The kitchen is fully equipped with a caterer's dishwasher, oven, water boiler, crockery, cutlery and a range of

catering equipment.

- The Small Hall. The Small Hall is suitable for use as a private bar for functions or for meetings of up to 40 people. It has direct access to the kitchen and to the full bar facilities.
- The Bar. Licensed bar service can be arranged in combination with a hiring of a function room or the playing fields. The Main Bar area is also available for hire outside of its normal operating hours, or exceptionally for a closed function.

1.4 Hire charges will be posted in the Hall and on the CVH website together with booking forms and other useful information, <http://www.codfordvillage.org.uk/hire-charges.html>, Information on the dates that the facilities are free for hire is available from the Booking Clerk whose contact details are on the website or available from the Bar Staff.

## **SECTION TWO - BOOKING TERMS**

2.1 These terms and conditions relate to any hire booking for Codford Village Hall (CVH) and its facilities and grounds. Hire agreements are subject to both these standard terms and conditions, plus any special conditions applied to a particular event by the CVH Management Committee (CVHMC) or its Representative.

2.2 Exclusion from any of these terms or conditions can only be granted by the CVHMC and will be recorded in a written instruction to the Booking Clerk and Hirer.

### **3.0 Main Responsibilities:**

3.1 It is the responsibility of the CVHMC to meet the legal and statutory requirements relating to the building and contents, grounds, equipment and car parking facilities.

3.2 It is the responsibility of the Hirer to ensure that they are familiar with and comply with these conditions and byelaws and that they fulfil all the necessary requirements in respect of themselves and others that they are responsible for.

3.3 Hirers are required to ensure that all events are suitably organised and supervised, that the privacy and peace of those living in the neighbouring houses is respected and that all facilities used are left in a clean and tidy condition.

### **4.0 Types of Hire**

4.1 **Private Hire.** Private hirers are individuals or groups who hire the facilities for recreational or private, non-revenue charging or charitable purposes. Private hire charges may be discounted for households that fall within the Codford Parish and those individuals from beyond that are recognised by the Committee as contributors to the running of the Hall.

4.2 **Commercial Hire.** Commercial hirers are those who use the premises for

government, official, business or profit-making activity.

**4.3 Sports Club Hire.** Sports clubs and associations, operating on a not-for-profit basis, may request to establish CVH as their “home” and make bookings for regular fixtures and training. The contract for such arrangements will be specific to the club or association concerned and agreed on an annual basis with the CVHMC.

## **5.0 Booking Contracts**

**5.1** Unless exceptionally agreed by the CVHMC, the minimum age to make an hire contract for CVH or its facilities is 21.

**5.2** The Hirer is to provide a clear and unambiguous statement of the purpose of hire on the booking form and provide any further clarification necessary if so requested.

**5.3** The standard periods of hire and the current rental fees should be posted in the Hall and on the CVH Website. The hire period is considered to end once the keys have been returned to the Booking Clerk or the Bar Staff and the facilities ready to be used by another hirer. The Booking Clerk has the discretion to agree for setting up and clearing down to take place outside the hire period, but only if such arrangements are agreed in advance and do not negatively impact on another hirer’s use of the facilities. Continued occupancy of the booked space, contrary to those conditions, will be charged for every hour, or part thereof, over the booked hire period. The same principle applies to any continued occupation of the Playing Field beyond the agreed finishing time.

**5.4** Keys for the Hall are kept behind the Bar and should be available for collection or return during normal bar opening times. The Booking Clerk will provide the Bar Staff with advanced notice of any agreed hires and the Bar Staff will sign the keys over to the Hirer. Any alternative arrangements required for obtaining or handing back keys should be agreed with the Booking Clerk. Hirers responsible for major events will normally need to arrange to meet with the Booking Clerk or another officer of the CVH to discuss the safety and administrative arrangements of their hire. On returning the keys, the Hirer should ensure that the staff record their return in the Key Register. The Hirer will be liable for the cost of lost keys and, if necessary, the changing of locks, if they do not have evidence that they were returned to a member of CVH staff. As an exception, certain regular hirers of the Hall may be allowed to retain a spare key, but any such arrangement must be agreed by the CVHMC, recorded in the Key Register, and a deposit should be charged for the issue of keys on long term loan.

**5.5** A deposit is chargeable at the time of a CVH booking. This deposit will be refunded once the hire is completed and the facilities have been handed back in an acceptable condition. The amount of deposit required is indicated on the latest version of Hire Charges published on the website and posted in the Hall.

**5.6** Booking fees are inclusive of the use of the Hall's furniture and equipment relative to the space hired.

## **6.0 Continuing Hires**

**6.1** Agreements may be made for regular weekly or monthly hires.

**6.2** The CVHMC reserves the right to exceptionally change or cancel a standing booking date. A standing hirer may also give notice that the facilities are not required for specific dates within the agreed rental period. All such notices by either party are to be provided in writing at least 3 weeks in advance.

## **7.0 Booking Codford Broadleaze Bar (CBB)**

**7.1** The Bar Area may be booked for private use outside normal opening hours, as long as the hiring doesn't interfere with the ability of the bar staff to conduct normal trade. Additionally, bar service may be provided for private functions outside normal hours, by prior agreement and depending on the availability of staff; all extra wage costs incurred will fall to the Hirer.

**7.2** Bar hours are normally between 6pm -12pm. Extensions beyond 12pm are not routinely permitted and require the agreement of the CBB Management Committee. Earlier start times may be possible, the Booking Clerk can advise.

**7.3** If a Hirer wishes to request a type of drink that is not usually stocked, such as celebratory champagne, then it may be possible to order it in. Please advise the Booking Clerk what alcoholic drinks are required and she will liaise with the Bar Staff and advise the cost before it is ordered. The Bar will invoice the Hirer and the Hirer will be required to settle this invoice before the event.

## **8.0 Outside Areas**

**8.1** Contrary to a common misconception, the Broadleaze Fields are not "common land", the Committee, as established in the founding trust and in accordance with Section 15(3) of the Open Spaces Act 1906, are empowered to make byelaws governing the public playing field and are responsible for its management and control. Whilst free access is normally available, the outside area, in whole or part, is available for hire, normally on a full or half day basis.

**8.2** Party or Organised Event Hire. Organised use of the Broadleaze Fields, is subject to the terms of CVH's public liability, and must be authorised by an officer of the CVHMC.

**8.3** Use of the outside area adjacent to the Hall will be included at no extra cost in a Large Hall or Main Bar hire agreement, as long as its use does not impinge upon the use of the playing field or other facilities. Discrete parts of the grounds may be hired for private parties even if no other CVH facilities are being hired. Hirers are to agree such use with the Booking Clerk, to ensure that any intended hire complies with these terms and conditions, that there is no clash with the use of other CVH facility uses and an appropriate charitable donation agreed.

**8.4** Electricity from CVH may be used for outside hires, as long as appropriate circuit breakers are used and an appropriate donation for the cost of electricity agreed.

**8.5** Agreement must be obtained in advance if it is intended to consume alcohol at CVH T&Cs V6.0

the event. The CVHMC reserve the right to raise an appropriate charge if the alcohol is not to be purchased from the Codford Broadleaze Bar.

**8.6** Playing Field. Hire of the playing field is separate to any hire of the Hall and is charged separately. The playing field is normally hired out on a whole day charge or a half day to or from 2pm. Other times may be negotiated. The normal charges are based on the condition that the surrounding area, including the playground, remains open to normal recreational use by others.

**8.7** Tennis Courts. The Tennis Courts are maintained by the Codford Tennis Club and may only be used with their prior agreement. The Tennis Club are solely responsible for the upkeep of the tennis facility and are permitted access and use of the ground subject to a formal agreement with the CVHMC which is to be reviewed on an annual basis.

**8.8** Sole Use of the Grounds. Sole use of the grounds (where access by others is restricted by the hirers) has to be negotiated with the Management Committee on a case by case basis. Income-generating commercial hire of the fields will generally incur a charge for the whole or substantial part of the day plus a share of any admission charges to the field. Additional charges may be raised where there is an intent to sell alcohol and soft drinks in competition with the Broadleaze Bar.

## **9.0 Cancellations**

**9.1** If the Hirer cancels the booking before the date of the event and the Hall is unable to conclude a replacement booking, the CVHMC may, at its discretion, withhold the deposits already paid.

**9.2** The CVHMC reserves the right to cancel a hiring by written notice to the Hirer 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 or, the CVHMC reasonably considers that any of the following apply:

- Such hiring may lead to a breach of the licensing conditions, or other legal or statutory requirements.
- Unlawful or unsuitable activities may take place at the premises as a result of the hiring.
- The premises have become unfit for the use intended by the Hirer.

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

## **10.0 Restriction of Benefit of the Hire Agreement**

**10.1** None of the provisions of the hire agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Hire Agreement

**10.2** The hire agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

### **SECTION THREE - ALCOHOL**

#### **11.0 Authority to Supply Alcohol**

**11.1** No alcohol may be sold on the premises by those hiring the facilities without the prior agreement of the CVHMC. Should a licensed bar be required CVH reserves the right to operate the facility.

**11.2** Subject to prior agreement with CVHMC, the Hirer may provide alcoholic drinks, however, the licensing laws state that all such alcoholic drinks must be supplied free of charge. CVH reserves the right to make a corkage charge for alcohol consumed in this way. Non-alcoholic drinks may be provided without restriction.

**11.3** Alcohol is not to be purchased or consumed on the premises or grounds of CVH by persons under the age of 18. CVH staff are both entitled and expected to ask for proof of age for anyone they suspect may be breaching this regulation. Anyone breaching this regulation may be required to leave the premises if that is considered appropriate.

### **SECTION FOUR - SAFETY**

**12.1** The CVHMC are to take reasonable steps to ensure that these T&Cs comply with regulations issued by the Local Authority and the Licensing Authority. The Hirer accepts that there are some limitations on the use of the Hall by disabled persons, specifically that the kitchen is not wheelchair-accessible.

**12.2** The Booking Clerk and the Hirer are jointly responsible for ensuring that the Hirer is aware of the following information:

- Action to be taken in the event of fire, calling the fire brigade and evacuating the hall.
- Location and use of safety equipment.
- Fire escape routes and the need to keep them clear.
- Methods of operating escape doors.
- The importance of fire doors and ensuring that they are kept closed at all times especially in the event of a fire.

**12.3** In advance of any occupation of the premises, the Hirer must check the following:

- That all Fire Exits are unlocked and panic bolts are in good working order.
- No fire doors are wedged open and the exit doors remain unlocked but kept closed for the duration of the event.
- All means of exit from the premises are kept free from obstruction and immediately available for instant public exit.
- That Exit signs are illuminated and remain so throughout the hire.
- That there are no obvious fire hazards on the premises.

- The number of people within the Hall doesn't exceed 150 unless previously agreed with the CVHMC.
- A working mobile phone is available for use in an emergency.
- Nothing that may endanger the premises or persons therein is brought onto the premises.
- No LP Gas appliances or highly flammable substances are brought into the buildings.

12.4 Electrical Safety. The CVHMC are responsible for the regular testing of electrical appliances belonging to the Hall, the Hirer is responsible for ensuring that any electrical appliances that are brought by them into the hall are safe, used in a safe manner and connected via residual current circuit breakers if running outdoors.

12.5 Safeguarding of Children and Vulnerable Adults. Where children or vulnerable adults are undertaking organised activities, and are not in the company of a parent or guardian, it is the responsibility of The Hirer to ensure that all relevant guidelines, legislation and other statutory requirements are complied with in full. The Hirer shall be in possession of a valid CRB clearance and a child protection policy which are to be produced to a CVH on request. Any concerns related to the safety of such persons will be reported by the CVHMC to the appropriate authorities.

## **SECTION FIVE - REPORTING OF INCIDENTS**

13.1 The Hirer must report any of the following that occur to the Booking Clerk or a member of the CVHMC as soon as is practically possible:

- a. Accidents causing injury.
- b. Near misses.
- c. Any failure or damage to CVH facilities or equipment.

13.2 The Booking Clerk is to ensure any injuries are correctly recorded in the Hall's Accident Book. The Secretary of the CVHMC will ensure that any report required in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulation 1995, are submitted.

## **SECTION SIX - GENERAL CONDITIONS AND BEHAVIOUR**

14.1 The Hirer is responsible for being in charge at all times, for all persons present at CVH connected their activity and for ensuring that they appoint sufficient competent persons, aged 18 or over, to provide adequate supervision throughout the hire to ensure that all supervision and management conditions are met.

14.2 The Hirer is responsible throughout the period of hire for making sure that:

- No illegal or nuisance form of advertisements are used for an event taking place at the premises.
- The purpose and conduct of the hire does not disrupt the use of any room hired by others.

- Behaviour of all persons using the premises, whatever their capacity, remains under control.
- No excessive noise occurs during the hire and the privacy and peace of neighbouring properties is respected, particularly late at night or early morning.
- Car parking arrangements are controlled to avoid obstruction of the highway or access road.
- The premises are not sub-hired or used for any purpose other than that described in the hire agreement.
- The premises are not used by the hirer or anyone else for any unlawful purpose or in any unlawful way.
- No birds or animals, except guide dogs, are brought in the building, or permitted on to the Playing Field without written permission of the CVHMC.
- No animals whatsoever enter the kitchen at any time.
- No illegal drugs are allowed on the premises and there is no smoking in the building.
- Use of premises namely the building, its fabric and contents, its access, car park and surrounding land, is fully supervised to keep those premises safe from damage or change of any sort.
- No damage is caused to the Playing Field that would restrict its future use as a sporting facility and no vehicles are allowed on to the Playing Field without the written consent of the CVHMC.

14.3 All equipment and other property, other than that stored on the premises by specific agreement, must be removed at the end of each hiring or storage period. The CVHMC 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.

14.4 No alterations or additions may be made to the premises, and no fixtures are to 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 CVHMC. Any alteration, fixture or fitting, or attachment, so approved shall, at the discretion of the CVHMC, remain in the premises at the end of the hiring and become the property of the Hall or, be removed by the Hirer. The Hirer must make good to the satisfaction of the CVHMC any damage caused to the premises by such removal.

14.5 Compliance with relevant legislation. Hirers:

- Must not contravene the law relating to gaming, betting, and lotteries
- Must comply with all conditions and regulations required by the Premises Licensing Act, particularly in connection with events which include public dancing or music, or stage plays, or films, or similar entertainment.
- Must observe all relevant food health and hygiene legislation if selling food.

## **15.0 End of Hire Procedures**

- The Hirer shall be responsible for leaving the premises and surrounding area in a clean, tidy and secure condition. Failure to do so may incur the retention of the deposit by the CVHMC. The Hirer is responsible for making sure that:

- Everything is left clean and tidy with rubbish bagged and removed and placed in the external bin, including outside areas if used.
- All equipment, chairs and tables have been returned to and correctly stored into their storage positions.
- The premises are cleared of people.
- All lights and heaters are switched off.
- All doors and windows locked securely (unless directed otherwise by the Booking Clerk).

## **SECTION SEVEN - INSURANCE**

16.1 No action is to be allowed by any Hirer that may render any insurance cover for the premises invalid. Details of the CVH insurance policy are available on the website and a hard copy may be borrowed from the Booking Clerk. The points below are a summary only and hirers are advised to acquaint themselves with the policy's clauses. A copy of the insurance document may be downloaded [here](#).

16.2 Private hirers are covered for public liability and damage up to £5,000,000 but will be required to pay an excess of £250 for any claim.

16.3 Commercial Hire is not covered by the CVH policy and any commercial hirer is required to provide evidence that they have adequate insurance against all claims arising as a result of the hire. Failure to produce such evidence of cover will render the hiring void and enable the Bookings Clerk to re-hire the premises.

16.4 As directed by the CVHMC, the Hirer shall make good or pay for all damage to the premises or to the fixtures, fittings or contents and for loss of contents

16.5 The CVHMC 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.

16.6 The CVH's insurance contains specific restrictions about the use of inflatables, including bouncy castles, vehicles, skateboarding, roller skating, fireworks and face-painting. A hirer intending to undertake any such activity must read and confirm on their booking form that they will comply with the respective clauses in the insurance.

## **SECTION EIGHT - HIRE OF FURNITURE AND EQUIPMENT**

17.1 Furniture and equipment belonging to CVH may be hired for use off site. Such hires are managed by the Booking Clerk. There is no set charge for small amounts, but Hirers are expected to make a charitable donation to the CVH funds, a receipt for the donation will be provided by the Booking Clerk or Treasurer. Larger amounts of furniture will incur a charge to be paid for in advance, The Hall's insurance does not cover such hires and the Hirer will be liable for any damages to the furniture. A cash deposit is to be provided at the time of hire, which will be refunded on the return of the borrowed equipment in good order.