



CODFORD VILLAGE HALL  
(Charity No. 1208107)

# TERMS AND CONDITIONS OF HIRE

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## SECTION ONE - INTRODUCTION

1. Codford Village Hall (CVH) and the Broadleaze Meadows Playing Field are community facilities established by a charitable trust in 1949. They are managed by a committee of voluntary trustees, a small group of employed staff and some enthusiastic volunteers. The Committee is responsible for the control, operation, maintenance and improvement of the hall and playing field and raising the funds to do so.
2. To make a booking, or to see details of the facilities and hiring charges follow the links from the CVH website here [Bookings](#) or type <https://codfordvillage.org.uk/bookings> into your browser.

## SECTION TWO - BOOKING TERMS

3. These terms and conditions relate to any hire booking for 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 Codford Village Hall Management Committee (CVHMC) or its representative.
4. Exclusion from any of these terms or conditions must be agreed in advance and may only be granted by CVHMC and will be recorded in a written instruction to the Booking Clerk and Hirer.

### MAIN RESPONSIBILITIES:

5. It is the responsibility of CVHMC to meet the legal and statutory requirements relating to the building and contents, grounds, equipment and car parking facilities.
6. 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.
7. 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.

### TYPES OF HIRE

#### Standard Rate

Hires by businesses or individuals operating commercially.  
Hires by state-funded organisations without charitable status.  
Private hires by individuals, clubs or societies not based in Codford

#### Discounted Rate

Private hires by individuals living in Codford Parish.  
Private hires by others who actively support the CVH charity, such as volunteers and staff.  
Hires by not-for-profit groups providing benefit to the local community  
Hires by Codford residents fundraising for charity organisations

#### Short Activity Session

Community group gatherings for 2 hours or less (including set up and clear-down time) for exercise, sports or club activities qualify for a discounted Short Activity Session rate. If the booking exceeds two hours then the additional time will be charged at the hourly rate the group qualify for

8. **Hosting of Sports Clubs.** 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 CVHMC.
9. **Size of Event.** Bookings will be classified as either Major or Small, generally according to the size of the facilities being used and the time that they would be unavailable for use by others.  
A Major Event is a hiring that involves using all and any facilities on the premises of Codford Village Hall for a full day or longer taking into consideration set up and clear up time. Examples being a wedding party, trade fair or a commercial hiring.  
A Small Event will be one that uses one space for a relatively short period and can be easily cleared up, by the hirer, allowing a follow-on booking.

## BOOKING CONTRACTS

10. **Minimum Age.** Unless exceptionally agreed by CVHMC, the minimum age to make a hire contract for CVH or its facilities is 21.
11. **Reason for Hire.** 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.
12. **Duration of Hires.** The standard periods of hire and the current hire charges are posted online in the CVH booking site. The hire period is considered to end once the keys have been returned to the key safe and the facilities are ready for use by another hirer. The Booking Clerk has the discretion to agree to 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 Broadleaze Meadow Playing Field beyond the agreed finishing time.
13. **Access.** The Booking Clerk will provide the code for the key safe 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 CVH to discuss the safety and administrative arrangements of their hire. At the end of the hire period the hirer should return the keys to the key safe. The Hirer will be liable for the cost of lost keys and, if necessary, the changing of the locks. 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 CVHMC, recorded in the Key Register and a deposit should be charged for the issue of keys on long term loan.
14. **Payment for Damage.** 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 Hirers will be required to sign to agree to reimburse CVH for costs incurred because of damage caused by their actions or failure to comply with these T&Cs. If damage can be recovered under CVH's insurance the Hirer will be liable for any unrecoverable costs.
15. **Limit of the Hire Agreement.** The hire agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer. 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.

## DEPOSITS AND CANCELLATIONS.

16. Hirers are requested to inform the Booking Clerk as soon as possible of any cancellation to allow an alternative booking to be made.
17. **Major Event Reservation Deposit.** A non-refundable reservation deposit of 30% of the hire charge is due at the time of booking to secure the date for the event. The non-refundable balance is to be paid 3 months before the event. If the balance is not paid the hire will be cancelled.
18. **Major Event Security Deposit.** An additional refundable security deposit of 20% of the hire charge against damage or the hall being left in an unacceptable state will be required for all major event bookings and is to be paid 3 months before the event. This deposit will be returned following a satisfactory post-event inspection that shows that no damage has been caused nor any additional cleaning is required.
19. **Small Event Deposits.**
  - 19.1. Community Discount Hirings – no deposit required.
  - 19.2. Standard Rate Hirings by Regular Users – no deposit required.
  - 19.3. Standard Rate Hirings – One off – A security deposit will only be required if the activity is assessed by the Booking Clerk to be high risk for damage or the facilities being left in an unacceptable state.
  - 19.4. In the event of a cancellation by a hirer that had not been required to pay a deposit they will be expected to cover any out-of-pocket expenses incurred by CVH.

20. **Recurring bookings.** A standing hirer may also give notice that the facilities are not required for specific dates within the agreed rental period. As much notice as possible is requested. For late notice cancellations the following measures apply:
- Not-for-Profit Groups. No charge but frequent occurrences will trigger to a review of the arrangements.
  - Commercial Hirers. If cancelled at less than 5 days' notice a 50% charge will be applied. If cancellations occur frequently, the hirer's ability to maintain a standing booking will be reviewed.
21. **CVH Cancellations.** CVH reserves the right to cancel a one-off or recurring hiring in the event of 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 because of the hiring.
  - The premises have become unfit for the use intended by the Hirer.
  - the premises being required for use as a Polling Station.
22. **Refund for CVH Cancellation.** In such cases, 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 other direct or indirect losses.

#### BOOKING CODFORD BROADLEAZE BAR (CBB)

23. The bar area may be booked for private use outside normal opening hours as long as the hire 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. Each additional member of staff will incur a cost of £25.00 per hour per person. This cost will fall to the Hirer.
24. Earlier start times and extensions beyond the published closing hours are not routinely permitted and require the agreement of the Bar Manager. Extended hours will require payment to cover additional staff hours.
25. 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. An estimate of costs can be provided and agreed in advance of an order being placed.

#### OUTSIDE AREAS

26. The Broadleaze Meadow Playing Field is owned by the Charity and CVHMC is responsible for its management and control. The Trustees are empowered to make byelaws governing the public playing field<sup>1</sup>. Whilst free access is normally available the outside area, in whole or part, is available for hire on a full or half day basis. Information on hire charges can be found in the hire charges document.
27. Party or Organised Event Hire. Organised use of the Broadleaze Meadow Playing Field is subject to the terms of CVH's public liability insurance and must be authorised in advance.
28. Use of the patio area adjacent to the Hall is included, at no extra cost, in a Main Hall or Bar Area hire agreement. Other parts of the grounds may be hired with the permission of the Booking Clerk and CVHMC even if no other CVH facilities are being hired.
29. Electricity from CVH may be available for external use but only with prior permission and at a charge agreed with the Booking Clerk.
30. Agreement must be obtained in advance if it is intended to sell or consume alcohol on the Broadleaze Meadow Playing Fields. CVHMC reserve the right to raise an appropriate corkage charge if the alcohol is not to be purchased from CBB. For further information on corkage charges see Section 3.
31. **Broadleaze Meadow Playing Field.** Hire of the playing field is separate to any hire of the Hall and is charged separately. The normal charges are based on the condition that the area adjacent to the bar, including the playground, remains open to normal recreational use by others.

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<sup>1</sup> In accordance with Section 15(3) of the Open Spaces Act 1906.

32. **Sole Use of the Grounds.** Sole use of the grounds (where access by others is restricted by the hirers) must be negotiated with the CVHMC 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. Additional charges may be raised where there is an intent to sell alcohol and soft drinks in competition with CBB

### 33. **Tennis Courts**

The Tennis Courts are maintained by the Codford Tennis Club. 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 CVH which is to be periodically reviewed. Their details can be found at [lawntennisclubcodford@gmail.com](mailto:lawntennisclubcodford@gmail.com). Any Codford resident can use the courts. Contact details for access to the courts can be found on the tennis court gate.

## SECTION THREE - ALCOHOL

34. Alcohol is not to be purchased or consumed on the premises or grounds of CVH by people under the age of 18. CVH and CBB 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.

### CORKAGE CHARGES.

35. If CBB is open it is expected that alcoholic and soft drinks will be purchased from the bar. However, the Hirer may provide alcoholic drinks for consumption on-site where the following corkage charges will apply:-
- Wine, champagne and other sparkling wines and spirits for a toast - £6 per normal sized (750ml to 1l) bottle.
  - Beers and alcopops – 50p per tin or bottle (up to 500ml).
  - Beer supplied in a keg – 50p per pint.
  - Soft drinks – no charge.
36. Unless the Hirer has their own license to sell alcohol, a requirement of CVH's licence is that any alcoholic drinks they provide must be supplied to those consuming them free of charge.
37. A condition of providing their own drinks and glasses is that Hirers are expected to remove and dispose of the empties themselves.

## SECTION FOUR - SAFETY

38. 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.

### SAFETY INFORMATION.

39. Information on the following safety issues are available on the CVH bookings website and the Hirer is responsible for ensuring they and any activity leader are aware of the instructions:
- 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.
  - Proper use of fire doors.

### HIRER'S SAFETY CHECKS.

40. In advance of use of the premises, the Hirer must check the following:
- That Fire Exits are kept free from obstruction but are kept closed, if that is what the signage on them instructs.
  - The Emergency Exit signs are illuminated if the power to the building goes off.
  - That there are no obvious fire hazards and nothing that may cause significant danger to people or property is brought on to the premises.

- The number of people within the Hall doesn't exceed 150 unless previously agreed with CVHMC.
- A working mobile phone is available for use in an emergency.
- No LP Gas appliances or highly flammable substances are brought into the buildings.
- Electrical Safety. The Hirer is responsible for ensuring that any electrical appliances brought by them into the hall are safe, used in a safe manner and connected via residual current circuit breakers if running outdoors.

#### SAFEGUARDING OF CHILDREN AND VULNERABLE ADULTS.

41. 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 CVH on request. Any concerns related to the safety of such persons will be reported by CVHMC to the appropriate authorities.

#### SECTION FIVE - REPORTING OF INCIDENTS

42. The Hirer must report any of the following that occur to the Booking Clerk or a member of CVHMC as soon as is practically possible:
- Accidents causing injury.
  - Near misses.
  - Any failure of or damage to CVH facilities or equipment.
43. The hirer is to ensure any injuries are correctly recorded in the CVH's Accident Book which is located in the kitchen. The Secretary of CVHMC will ensure that any report required in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulation 1995 is submitted.

#### SECTION SIX - GENERAL CONDITIONS AND BEHAVIOUR

44. The Hirer is responsible for all persons present at CVH, connected with their activity, and for ensuring that they appoint sufficient competent persons, aged 21 or over, to provide adequate supervision throughout the hire.
45. The Hirer is responsible for making sure that:
- No illegal or nuisance forms 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 area in use by others.
  - Use of the premises, 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. Behaviour of all persons connected with their activity 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 and 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 assistance animals, are brought into the building (apart from CBB) or permitted on to the playing field without the permission of CVHMC.
  - No animals whatsoever enter the kitchen at any time.
  - No illegal drugs are allowed on the premises and there is no smoking or vaping in the building.
  - 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 consent of CVHMC.

46. All equipment and other property not belonging to CVH, other than that stored on the premises by specific agreement, must be removed at the end of each hiring period. CVHMC reserve the right to dispose of any such property left without prior agreement 7 days thereafter by sale or otherwise and charge the Hirer any costs incurred in storing or disposing of the property.
47. 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. The Hirer must make good to the satisfaction of the CVHMC any damage caused to the premises by such removal.

#### COMPLIANCE WITH RELEVANT LEGISLATION.

48. 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, stage plays, films, or similar entertainment.
- Must be appropriately registered and observe all relevant food health and hygiene legislation if selling food.

#### END OF HIRE PROCEDURES

49. 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 CVHMC. The Hirer is responsible for making sure that:
- 49.1. Everything is left clean and tidy including outside areas if used.
- 49.2. Their rubbish is removed from CVH.
- 49.3. All equipment, chairs and tables have been returned to and correctly stored into their storage positions.
- 49.4. The premises are cleared of people.
- 49.5. All lights and heaters are switched off.
- 49.6. All doors and windows are locked securely (unless directed otherwise by the Booking Clerk).

#### SECTION SEVEN - INSURANCE

50. 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 booking site. The points below are a summary only and hirers are advised to acquaint themselves with the policy's clauses. Private hirers are covered for public liability and damage up to £5,000,000.00 but will be required to pay an excess for any claim.
51. Commercial Hire is not covered by the CVH policy. 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 Booking Clerk to re-hire the premises.
52. CVHMC accepts no responsibility for any stored equipment or other property brought onto or left on the premises and all liability for loss or damage is hereby excluded.
53. 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

54. Booking fees are inclusive of the on-site use of the Hall's furniture and equipment relative to the space hired.
55. Furniture and equipment belonging to CVH may be hired for use off site. Such hires are managed through the online booking system. The Hall's insurance does not cover such hires and the Hirer will, therefore, be liable for any damages to the furniture and equipment. Hirers will be required to sign to agree to reimburse to CVH for costs incurred because of damage caused by their actions or failure to comply with these Terms and Conditions of Hire.