

CODFORD VILLAGE HALL

(Charity No: 1208107)

Terms and Conditions of Hire

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SECTION ONE - INTRODUCTION

1.1 Codford Village Hall (CVH) and the Broadleaze Meadows Playing Field are community facilities established as a charitable trust in 1949. They are managed by a volunteer committee, 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.

1.2 A booking calendar and a link to the CVH booking site, with details of the facilities, hiring charges and advice on how to make a booking, are in the CVH website <https://codfordvillage.org.uk/>.

SECTION TWO - BOOKING TERMS

2.1 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.

2.2 Exclusion from any of these terms or conditions has to 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.

3. Main Responsibilities:

3.1 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.

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, not-for-profit charging or charitable purposes. Private hire charges may be discounted for households that fall within the Parish of Codford and individuals from beyond that contribute¹ 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 **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.

5. Booking Contracts

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

5.2 **Clarity for 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.

5.3 **Duration of Hires.** The standard periods of hire and the current rental fees 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

¹ Predominantly, this will be a trustee, other volunteer worker or employee of CVH, applications from any other non-resident claiming this status will be referred by the Booking Clerk to a trustee for a decision.

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 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.

5.5 Deposit. Deposits aren't routinely needed, but a deposit will be required to secure a booking for a major future event. 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. The amount of the deposit and the cut off time for a refund will be agreed by the Booking Clerk with the Trustee responsible for Hiring and included in the hiring contract.

5.6 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 as a result of damage caused by their actions or failure to comply with these T&Cs. In the event that damage can be recovered under CVH's insurance the Hirer will be liable for any unrecoverable costs.

6.0 Continuing Hires

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

6.2 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 should be provided in writing / email 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 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.

7.2. Earlier start times and extensions beyond the published closing hours are not routinely permitted and require the agreement of the Bar Manager. Extended hours may require payment to cover additional staff hours.

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. An estimate of costs can be provided and agreed in advance of an order being placed.

8.0 Outside Areas

8.1 The Broadleaze Meadows Playing Field is owned by the Charity and the CVHMC is responsible for its management and control. The Trustees are empowered to make byelaws² governing the public playing field. Whilst free access is normally available, the outside area in whole or part, is available for hire, normally on a full or half daybasis.

8.2 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.

8.3 Use of the patio area adjacent to the Hall is included, at no extra cost, in a Large Hall or Bar Area hire agreement. Discrete parts of the grounds for private parties may be hired via the Booking Site, even if no other CVH facilities are being hired.

8.4 Electricity from CVH may be available for external use but only with prior permission and at a charge agreed with the Booking Clerk.

8.5 Agreement must be obtained in advance if it is intended to consume alcohol on the Broadleaze Meadows. CVHMC reserve the right to raise an appropriate corkage charge if the alcohol is not to be purchased from CBB. The Booking Clerk can advise on this.

8.6 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.

8.7 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 CVHM which is to be periodically reviewed. Their details can be found at lawntennisclubcodford@gmail.com. Any Codford resident can use the courts. The

² In accordance with Section 15(3) of the Open Spaces Act 1906.

contact details to enable access to the courts can be found on the tennis court gate.

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 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.

9.0 Cancellations

9.1 CVH is a charity and works on narrow financial margins, Hirers are requested to inform the Booking Clerk as soon as possible of any cancellation to allow another booking to be made. Where a deposit is taken for a major booking (a wedding or a corporate booking) the deposit will normally be retained if the cancellation and deposit terms in the contract have not been met. For all other bookings the following will apply:-

- **5 or more days notice** – no cancellation fee
- **3 to 4 days notice** – 50% charge applied
- **Less than 48 hours notice** – full charge applied

9.2 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 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.

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.

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 CVHMC. Should a licensed bar be required, CBB reserves the right to operate the facility.

11.2 Subject to prior agreement with CVHMC, the Hirer may provide alcoholic drinks for consumption on-site. However, unless the Hirer has their own license to sell alcohol, all such alcoholic drinks must be supplied free of charge. CBB reserves the right to make a corkage charge for alcohol consumed in this way.

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 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 **Safety Information.** Information on the following safety issues is to be available on the 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.
- The importance of fire doors and ensuring that they are kept closed at all times especially in the event of a fire.

12.3 **Hirer's Safety Checks.** 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 the instructs
- That Emergency Exit signs are illuminated .
- That there are no obvious fires 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.

12.4 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.

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 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 CVHMC as soon as is practically possible:

- Accidents causing injury.
- Near misses.
- 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 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

14.1 The Hirer is responsible for being in charge at all times 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 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 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, 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. 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 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 assistance dogs, are brought into the building, or permitted on to the playing field without 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 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.

14.3 All equipment and other property, not belonging to CVH and other than that stored on the premises by specific agreement, must be removed at the end of each hiring period. 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. 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 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 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 but will be required to pay an excess for any claim.

16.2 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 Booking Clerk to re-hire the premises.

16.3 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.

16.4 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 Booking fees are inclusive of the on-site use of the Hall's furniture and equipment relative to the space hired.

17.2 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 be liable for any damages to the furniture.