

## Terms & Conditions of Hire

Entertainment Licence Number: LPP/000399

Registered Charity Number: 271701

Hirers, having returned their signed Hiring Agreement, are deemed to have entered into a contract and in so doing have agreed to abide fully by these Terms & Conditions.

Where the term 'Trustees' is used within these Terms & Conditions it means the Hall Trustees or their Authorized Representative(s).

Where the term 'Premises' is used within these Terms & Conditions and other Hall documents it means all of the Buildings and Grounds that make up the Hall unless specified otherwise.

Cheddon Fitzpaine Memorial Hall website: [www.cheddonfitzpainevillagehall.co.uk](http://www.cheddonfitzpainevillagehall.co.uk)

**PLEASE BE AWARE THAT THE ENTIRE BUILDING IS A NO-SMOKING AREA!**

### Bookings

- The Hall may be booked for recurring or single lettings. Hall hire is charged by the hour or session – see website for guide prices. The specified rates cover the use of *EITHER*: the whole of the Premises; *OR* the main Hall, kitchen, and lavatories; *OR* the Committee Room, kitchen and lavatories.
- The Hirer must be 18 years of age or over. Where a promoting organisation is named above the Hirer on the Agreement, the organisation shall also be considered the Hirer and shall be jointly and severally liable hereon with the person who signs the form.
- Regular Hirers are to ensure they have Public Liability Insurance for their activity, e.g. Yoga. Copies of any certificates are to be made available should the Trustees request to view them.
- If the Hirer is not present on Hall Premises for part or all of the Hiring period, the Hirer must nominate a Responsible Person, who will be present for the duration of the Hiring period. The Hirer must also ensure that: the Responsible Person is identified to the Trustees; the Responsible Person has read and understood the applicable annexes; the Responsible Person will be available to accept the Hall at the start of the Hiring.
- The Trustees shall not be responsible for:
  - Damage or loss of any property arising from the Hiring;
  - Any damage or injury which may be incurred by, or be done or happen to any person or persons resorting to the Hall during the Hiring arising from any cause whatsoever;
  - Any loss due to any breakdown of machinery, failure of electricity supply, leakage of water, fire, government restriction or Act of God which may cause the Hall to be temporarily closed or the Hiring to be interrupted or cancelled.
- A Hiring Agreement will be sent to the Hirer, together with a copy of this Annex plus the Safeguarding Policy and the Alcohol Policy. The Hiring Agreement, and any other relevant documents, are to be signed by the Hirer and returned to the Hall Manager.

- A Hiring will only be considered secured when the signed Hiring Agreement has been received and the full fee, or the agreed deposit, has been paid.
- The Trustees may refuse any application for the hire of the Hall without stating a reason.
- No bookings will be accepted for the sale of carpets or furniture or real property by auction or otherwise without the consent of the Trustees.
- No responsibility whatsoever can be taken by the Trustees for: 'personal' items left on the Premises; or for any damage caused to the Premises; or for costs arising from misuse of the Premises and contents as a result of the Hiring.
- When applicable, specific Terms and Conditions, e.g. Covid-19, relating to a particular Hiring will be included on a separate annex to the agreement and will be available through our website.
- No charge is made for cleaning, provided that all facilities are left clean, tidy and in good repair, including the lavatories and any kitchen or bar appliances used. Any charges incurred due to breakages, poor cleaning, failure to replace furniture, etc. will be passed on to the Hirer or deducted from the deposit.
- No apparatus or equipment of any description can be left on the Premises without the prior consent of the Trustees.

#### Hiring Fees and Damage Deposits

- Under certain circumstances the Hirer may be required to pay a Damage Deposit, and this will be identified on the agreement.
- On completion of the Hiring Agreement, the Hirer will be required to pay the Hiring Fee and any applicable Damage Deposit, or an agreed down-payment thereon (the exact sum due will be clearly identified on the agreement).
- The Damage Deposit will be refunded after the Hiring, subject to a satisfactory inspection and return of the keys (as applicable).
- Any applicable Damage Deposit must be paid with the Hiring Fee at the time of booking to secure the booking.
- Regular Hirers will be invoiced monthly in arrears and payment terms are strictly 14 days from the date of invoice.

#### Cancellation

- If a Hirer cancels a booking with at least 28 days' notice being given, the fees will be returned, minus a handling fee of 10% or £100 for a Wedding Reception.
- Cancellations made with less than 14 days' notice are liable to a payment of the whole fee.
- In certain circumstances, e.g. during pandemics, the Trustees may agree to vary the above periods of notice.
- Should regular Hirers need to cancel bookings they are to contact the Hall Manager. They will not be charged for these bookings unless it is considered they have not provided an acceptable reason or notice.
- The Trustees reserve the right to cancel any booking by giving notice in writing (including email) and returning the Hiring charge and deposit, should the purpose of Hiring the Hall be in any way improper or unauthorised, or should the building be required as a Polling Station, or in a case of force majeure. The Trustees shall not be liable to pay to the Hirer any money/loss incurred by the cancellation.

### General Hiring Conditions

- Responsibility for the Premises and any keys rest with the Hirer during the period of access to the Hall. The Hire period includes set-up and clear-up times.
- The Hiring of the Hall does not entitle the Hirer to use or enter the Premises at any time other than the specific hours for which the Hall is hired, and the Premises shall be vacated promptly at the end of the Hiring.
- When the Hiring includes an overnight period, the Premises must be vacated and the Hall locked by the time agreed by the Trustees and stated on the Hiring Agreement.
- At no time is the Hall to be left unlocked and unattended during the period of hire.
- The Hirer shall not sublet the Hall or any part thereof.
- All advertising of a Hiring is subject to the approval of the Trustees and includes posters, newspaper inserts, magazine inserts, tickets, radio and television announcements etc.
- No flags, emblems or other decorations shall be displayed outside any part of the Hall without the previous consent of the Trustees.
- The Hirer shall remove any flag, emblem or other decoration displayed inside the Hall if, in the opinion of the Trustees, it is considered unseemly or exposes the Hall to an undue risk of fire, or in their opinion is likely to lead to disturbance or a breach of the peace.
- The right of entry to the Hall is reserved to the Trustees and Emergency Services at any time during the Hiring.
- Heating is provided by an oil-fired boiler. Heating for hirings will normally be switched on between 1<sup>st</sup> October and 30<sup>th</sup> April. Should heating be required outside these dates then the Manager should be contacted.
- The Hirer is responsible for all damage caused to the Premises and for all property on the Premises during the period of the Hiring or while persons are entering or leaving the Premises pursuant to the Hire however and by whomsoever caused. Any deposit paid may be used towards repairs of any damage caused.
- The Hirer shall indemnify the Trustees against any claim which may arise from the Hiring or which may be made by any person resorting to the Hall during the Hiring in respect of any loss, damage or injury.
- The Hirer shall be responsible for keeping good order in the Hall during the Hiring and the Trustees may, if they think fit, charge the Hirer for any extra expense they may incur for engaging police constables to preserve order prior to, during, or after any Hiring.
- The Trustees reserve the right to put a stop to any Hiring not properly conducted.
- No fixtures/fitments of any kind shall be driven into any part of the Hall nor shall any placard or other articles be fixed hereto. The Hirer may attach decorations in the Hall to the provided hooks. **Blue tack, sticky tape and adhesives are not permitted.**
- Property of the Hirer and the Hirer's agent must be removed from the Hall at the expiration of the Hiring or fees will be charged for each hour or part thereof until the same is removed. The Trustees will accept no responsibility for any property left on the Premises after the Hiring.
  - In the case of bazaars, jumble sales and any other occasion when goods are brought onto the Premises for sale, all items remaining unsold at the termination of the Hiring will be considered the property of the Hirer for the purpose of this condition.

### Opening

- A representative of the Trustees will meet all Hirers at the Hall at the commencement time of the Hiring Agreement, at which time (if alcohol is to be sold or consumed) a copy of the Age Verification Policy must be read and signed by the Hirer or other Responsible Person.
- Regulars will be issued with keys and alarm codes.

### Music & Entertainment

- The Hall's Premises Licence covers Public Entertainment. Music must cease by 11:00pm on weekdays and 11.30pm on Saturdays, and all music volumes must be kept to a suitable level to avoid disturbance to neighbours.
- The Hall's Premises Licence does not cover performances of Ballet, Opera, Choral Works etc. The Hirer is responsible for obtaining the requisite Performing Rights Society Licence and this must be made available to the Trustees prior to the Hiring.
- Responsibility for the use and safety of electrical equipment brought on to the Premises by the Hirer rests entirely with the Hirer. Any such electrical equipment must have passed the necessary PAT electrical-safety test and certificates must be produced upon request.
- Bouncy Castles and other inflatable devices. These may be used on the Premises with prior approval of the Trustees.
- The Hirer must have Public Liability Insurance and appropriate insurance for other equipment such as electrical, bouncy castles, and other inflatable devices brought onto the Premises. Hirers may otherwise be asked to remove such equipment from the Premises. Copies of any certificates are to be made available should the Trustees request to view them.
- The hirer must ensure that if they hire a 3<sup>rd</sup> Party to provide entertainment (e.g. Band or Magician) that they have their own Public Liability Insurance covering their work in the hall. Copies of any certificates are to be made available should the Trustees request to view them.
- Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Performances involving danger to the public or of a sexually explicit nature shall not be given.
- The current capacities of the Main Hall are as follows:
  - Closely seated – 200
  - Seated at tables – 120
  - Dancing, no tables – 200
  - Seated at tables with dancing – 120

### Health & Safety

- It is the responsibility of the individual Hirers to ensure that they are aware of the Health & Safety at Work Act 1974 and to take reasonable precautions to ensure that their activities are carried out in a responsible way.
- Cleaning materials for use in the Hall are provided in the box in the kitchen. These shall be used as directed on the sheet provided with the materials.
- A first aid kit is mounted on the wall in the kitchen.

- Any accidents must be reported to the Trustees and an Accident Report Form completed. Accident Report Forms are kept in the folder next to the first aid kit in the kitchen.

#### Fire Precautions

- Hirers must make themselves familiar with the location of the fire extinguishers and the instructions for use, 'break-glass' fire alarms, emergency exits and of the importance of fire doors. Hirers will be responsible for informing all those using the Hall of the position of the emergency exits. Hirers must also familiarise themselves with the instructions on what to do in case of fire. Instructions are displayed on the notice boards in the Hall.
- Naked flames, including candles, are not permitted in the Hall, unless discussed with, and agreed by the Trustees prior to the Hiring.
- Fireworks, party poppers and gas appliances are not allowed, either for internal or external use without the prior agreement of the Trustees. Public Liability insurance cover must be in place for this activity. Copies of any certificates are to be made available should the Trustees wish to view them. Without adequate insurance cover such equipment must not be used.
- No exits shall be blocked, chairs or other obstructions placed in corridors or fire appliances removed or tampered with.
- No additional lights or extensions from the existing electric light fittings shall be used.

#### Access for all

There is access into the building for wheelchair users and a designated lavatory inside. Assistance dogs are welcome in the Village Hall.

#### Car Parking

- Visitors to the Hall should note that the drive belongs to Hestercombe Gardens. Cars should be parked in the designated main car park or the far side of the drive and should not cause an obstruction, specifically ensuring that emergency services have access at all times.
- This a private car park. The Trustees do not accept any liability for the loss or damage to any vehicles or their contents and other articles temporarily left in this building or on land under the control of the Trustees by any person, whether a bona fide user thereof or not, except insofar as a liability under any Act or at common law may be proved against the Trustees.
- Weekend Hirings may also use the Cheddon Primary School car park.
- Please refrain from driving or parking on the grass.

#### Alcohol

The Hall holds a Premises Licence as required under The Licensing Act 2003, which allows the consumption of alcohol. The Act has four licensing objectives:

- The prevention of crime and disorder
- Public safety
- The prevention of public nuisance
- The protection of children from harm

The sale of alcohol in the Hall is carried out under authority of the Trustees through The Legislative Reform (Supervision of Alcohol Sales in Church and Village Halls) Order 2009 (Section 3). As the responsible body, the Trustees are required to take all necessary steps to ensure that Hall users are aware of and comply with: current alcohol-related legislation; and the policies and procedures put in place by the Trustees to control the sale and consumption of alcohol on the Premises.

**The Trustees' Terms & Conditions relating to the sale and consumption of alcohol on Hall Premises are set out in separate Alcohol and Age Verification Policy documents. Hirers, who have stated on**

**their Hiring Agreement that alcohol will be sold or consumed on Hall Premises during the Hiring period, must hand over a signed copy of the Premises Age Verification Policy at the start of the Hire period.**

### Food Safety

Under the Food Safety Act 1990, it is the responsibility of persons providing food for any Hiring held in the Hall to ensure that they are aware of and abide by the legal requirements. The Trustees will not accept any liability for issues arising from food being brought into the Hall.

### Supervision

- Hirers are held responsible for adequate supervision of the Premises during the Hire and in particular must ensure that fire exits are kept clear at all times.
- Child Protection is the responsibility of the Hirer (under the Children Act 2004), who must ensure the safety of all children at all times during any Hiring. There is also a responsibility to safeguard vulnerable adults. The Trustees have a Safeguarding Policy, a copy of which is supplied with these Terms and Conditions and is available on the Hall Website.
- Hirers are responsible for the observance of the law regarding child protection, in particular that adults having continuing and close contact with children or vulnerable adults should have undergone a DBS (Disclosure & Barring Service) check.
- Any incidents should be reported to the Child Protection Officer (see Safeguarding policy document for contact details).

### Checklist for Hirers of Cheddon Fitzpaine Memorial Hall

In order that the Hall can be kept in good condition for all, would Hirers please ensure that:

- Spillages are removed immediately;
- The Hall floors are left in good condition ready for the next user – Floors must be swept clean (cleaning equipment can be found in the store cupboard) but must not be washed.
- Tables and chairs are cleaned using materials supplied and returned to their place of storage;
- The bar/kitchen taps are turned off, the refrigerator(s) are empty and clean, all surfaces are wiped down and all used cutlery, crockery, glasses etc. is washed, dried and put away;
- The lavatories are clean and the tap in the disabled toilet is turned off;
- Empty bottles, cans, waste-paper, food debris and any other rubbish is cleared from the Hall, including from the lavatories. Should rubbish be left in the Hall, a charge may be made for its disposal at the Trustees' discretion.
- At the end of the Hire period, if no other party is using another part of the Hall and no Trustee is available to take back the Hall:
  - Any naked lights are extinguished;
  - Fire doors and kitchen and bar hatches are closed;
  - Lights are off;
  - Curtains are closed;
  - External doors are bolted and locked;
  - Lock the main door from the inside, including ensuring the right-hand door is bolted, set the alarm (code will be supplied when the hall has been handed over) and exit from the Hall through the kitchen door, which is then pulled shut.