

FALFIELD VILLAGE HALL MANAGEMENT COMMITTEE

STANDARD TERMS AND CONDITIONS OF HIRE

FOR GENERAL USERS & ORGANISATIONS HIRE AGREEMENT

INTRODUCTION

For the Purpose of these Conditions of Hire, the term **THE HIRER/ORGANISATION** shall mean an individual hirer or, where **THE HIRER/ORGANISATION** is an Organisation, the authorized representative of that Organisation. **THE PREMISES** shall mean Falfield Village Hall and the curtilage, building and fittings surrounding it. **THE COMMITTEE** shall mean the Falfield Village Hall Management Committee and its authorized representatives and employees.

The clause headings do not form part of this agreement and shall not be taken into account in its interpretation. These Standard Conditions of Hire constitute permission only to use the premises and confer no tenancy or other right of occupation on **THE HIRER/ORGANISATION**. These Conditions of Hire shall be effective from 3rd August 2021 and supersede all previous Conditions of Hire and shall remain in effect until they are superseded.

BOOKINGS

1. All bookings are accepted in accordance with these Conditions of Hire.
2. The premises are available for hire between the hours of 08.00 (**EIGHT a.m.**) and 23.30 (**ELEVEN THIRTY p.m.**) Monday to Saturday and 08.00 (**EIGHT a.m.**) and 23.00 (**ELEVEN p.m.**) on Sundays.
3. **THE HIRER//ORGANISATION** must agree to our booking terms by ticking the acceptance box on the booking form. **THE HIRER/ORGANISATION** wishing to make a booking on a school term basis, must give a term's notice when making the booking, and at the same time confirm the length of any term breaks. Similarly, Organisations booking on a regular basis are asked to confirm the ongoing dates required 3 months in advance.
4. **THE HIRER/ORGANISATION** must be a person of eighteen years of age or more at the time that the booking is made except when the function comes under a licensable activity when the minimum age is twenty one. (See Sections 3 and 4 for more information)
5. **THE HIRER/ORGANISATION** must not exceed the capacity within the building which is as follows:
 1. Main Hall ~ Standing 95. Seated 72 Small Hall ~ Standing 25, Seated 18
6. **THE COMMITTEE** reserves the right to refuse a booking without notice or to cancel the Hire Agreement at any time either before, or during the term of the Hiring Agreement. **THE HIRER/ORGANISATION** shall be entitled upon such notice to the reimbursement of such monies including any deposit or a proportion of the same as have been paid by **THE HIRER/ORGANISATION** to the Committee but **THE COMMITTEE** shall not be liable to make any further payment to **THE HIRER/ORGANISATION**.
7. If **THE HIRER/ORGANISATION** wishes to cancel the Booking prior to the event, two weeks notice must be given. If cancellation is due to inclement weather then any refund will be at **THE COMMITTEE'S** discretion.
8. In the event that the Hall or any part thereof being rendered unfit for the use for which it has been hired, **THE COMMITTEE** shall not be liable to **THE HIRER/ORGANISATION** for any resulting loss or damage whatsoever.
9. Bookings are accepted in accordance with the published **SESSION CHARGES**, which may be changed from time to time. Details may be obtained from the Booking Clerk. Entry to or failure to vacate **THE PREMISES** by the agreed time will result in an additional charge.
10. **THE HIRER/ORGANISATION** shall pay a deposit of £10 or 50% of the total booking fee, whichever is the greater at the time of booking with any balance paid no less than 14 days prior to commencement date of hire. Regular **HIRERS/ORGANISATIONS** booking on an annual basis will be invoiced quarterly (normally January/April/July/October) and settlement is required within 14 days of start of hire date for each quarter.
11. **THE HIRER/ORGANISATION** shall indemnify and keep indemnified each member of **THE COMMITTEE** and the Village Halls' employees, volunteers, agents and invitees against: (a) the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises (b) all claims, losses, damages and costs in respect of damage or 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/ORGANISATION**, and (c) all claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the premises by **THE HIRER/ORGANISATION**.
12. **THE COMMITTEE** reserves the right to charge a refundable special deposit in respect of any booking, which will be held against loss or damage arising from the booking. **THE COMMITTEE** reserves the right to withhold repayment of all or part of such a deposit in case of loss, damage or other non-compliance with these Conditions of Hire.
13. **THE HIRER/ORGANISATION** agrees that any authorised representative of **THE COMMITTEE** has the right of access during the hiring to ensure that the Hire Agreement and these conditions of hire are being complied with.

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14. **THE COMMITTEE** reserves the right to cancel a booking if the hall is required for use as a Polling Station for Parliamentary and Local Govt. election, by election or Emergency Centre.
15. No **HIRER/ORGANISATION** can use the Hall for any religious service without the express permission of the incumbent or other Church of England officiating minister for the time being which must be obtained through the Committee

1. GENERAL CONDUCT AND USE OF THE PREMISES

1. **THE HIRER/ORGANISATION** will during the period of the hiring, be responsible for the supervision of **THE PREMISES**, the fabric and contents, their care, safety from damage however slight, or change of any sort. **THE HIRER/ORGANISATION** is also responsible for the behaviour of all persons using **THE PREMISES** whatever their capacity, including the proper supervision of car-parking arrangements to avoid obstruction of the highway or access in and out of the Village Hall car park.
2. **THE HIRER/ORGANISATION** will during the period of the hiring have adequate attendants over the age of 18 to assist in the supervision of the attendees. If 50% of the audience is under 16, the number of attendants shall be not less than **THREE**. Regulated Organisations will have their own conditions which they must follow. See Section 7
3. **THE HIRER/ORGANISATION** shall ensure that no alterations, adjustments, removals or additions are made to the premises, or any fixtures are installed or attached in any way to any part of the premises without the prior written approval of **THE COMMITTEE**. Any alteration, fixture, fitting, or attachment so approved shall at the discretion of **THE COMMITTEE** remain in the premises at the end of the hiring. It will become the property of the Village Hall unless removed by **THE HIRER/ORGANISATION** who must make good to the satisfaction of **THE COMMITTEE** if any damage is caused to the premises by such removal.
4. **THE HIRER/ORGANISATION** shall report any damage, loss or breakage to the Booking Clerk at the end of the hiring.
5. **THE HIRER/ORGANISATION** shall ensure that notices, decorations and other items shall only be displayed and fixed in such a manner as not to cause damage or danger as directed by the Booking Clerk.
6. **THE HIRER/ORGANISATION** shall not use **THE PREMISES** (including the car park) for any purpose other than that described in the hire agreement and shall not sub-hire or use **THE PREMISES** or allow **THE PREMISES** to be used for any unlawful purpose or in any unlawful way, nor do anything or bring onto **THE PREMISES** anything which may endanger the same or render invalid any insurance policies, nor allow consumption of alcohol without written permission.
7. **THE HIRER/ORGANISATION** shall ensure that nothing is done on or in relation to **THE PREMISES** in contravention of gaming, betting or lotteries legislation.
8. **THE HIRER/ORGANISATION** shall ensure that all means of exit from **THE PREMISES** are kept free from obstruction and immediately available for use and that fire doors are closed on leaving the premises.
9. **THE HIRER/ORGANISATION** shall comply will all conditions and regulations made in respect of **THE PREMISES** by the Fire Authority, Local Authority, the Licensing Authority or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children..
10. **THE HIRER/ORGANISATION** shall ensure that any electrical appliances brought by them onto **THE PREMISES** and used there are in good, safe working order and are used in a safe manner in accordance with the Electricity at Work Regulations 1989.
11. **THE HIRER/ORGANISATION** shall ensure that no Heating appliances are brought onto **THE PREMISES** without written permission of **THE COMMITTEE**.
12. **THE HIRER/ORGANISATION** shall ensure that highly flammable substances are not brought into, or used on any part of the premises. The use of naked flames (e.g. candles) is not usually permitted. Requests to temporarily suspend this condition (e.g. to permit the use of night-lights as table decorations for a dinner function) shall be made in writing to the Booking Clerk not less than 1 month before the date of the event and shall be accompanied by full details of the proposal and a risk assessment. Such requests will be considered by **THE COMMITTEE** and if agreed will be confirmed in writing.
13. **THE HIRER/ORGANISATION** shall ensure that the use of **THE PREMISES** does not cause a nuisance to the surrounding inhabitants and in particular minimum noise is made on arrival and departure, particularly if early morning or late at night.
14. **THE HIRER/ORGANISATION** shall be responsible for leaving **THE PREMISES** in a clean and tidy condition and securely locked at the end of each hiring period and for ensuring that any contents temporarily removed from their usual positions are replaced. Failure to comply with this condition may incur an additional charge.
15. **THE HIRER/ORGANISATION** shall ensure that bottles, boxes and large amounts of rubbish are removed by **THE HIRER/ORGANISATION** from **THE PREMISES** at the end of the hiring.
16. **THE COMMITTEE** accepts no responsibility for any stored equipment or other property brought on to or left at **THE PREMISES**, and all liability for loss or damage is hereby excluded. All equipment and other property (other

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than equipment stored by agreement & kept in a lockable container/cabinet) must be removed at the end of each hiring.

17. **THE HIRER/ORGANISATION** shall be responsible for the setting out of the tables chairs etc and returning them back to the store cupboard at the end of the hiring.
18. **THE HIRER/ORGANISATION** shall ensure that all persons in attendance comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations. Any person who breaches this provision shall be asked to leave the premises. **THE HIRER/ORGANISATION** shall ensure that any smokers smoke outside the hall and dispose of cigarette ends in a responsible manner as to avoid any fire hazard.
19. **THE HIRER/ORGANISATION** must ensure that any instruction given by the Booking Clerk or any member of **THE COMMITTEE** is complied with.

2. **ALCOHOLIC LIQUOR & DRUGS**

1. The **SALE** of alcoholic liquor is not covered under the Village Hall's Premises Licence and **THE HIRER/ORGANISATION** will need to complete a Temporary Events Notice (**TENS**) to be given to the licensing authority for approval. (Refer to Section 5 of this Standard Condition of Hire for more details.)
2. Where permission is granted through a **TENS** for a liquor licence **THE HIRER/ORGANISATION** shall ensure that all bar staff are briefed regarding the requirements of the Licensing Act 2003 and that children under the age of 16 years of age are only admitted to the premises if accompanied by an adult.
3. **THE HIRER/ORGANISATION** shall ensure that in order to avoid disturbing the surrounding inhabitants of the hall and avoid violent or criminal behaviour; care shall be taken to curtail excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk or to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises immediately. In cases of serious disturbances, the police shall be summoned without delay. Note: - It is a criminal offence for any person to sell alcohol to a young person under the age of 18.
4. **THE HIRER/ORGANISATION** shall ensure no illegal drugs are brought onto the premises.

1. **REGULATED ENTERTAINMENT** [Including a performance of a play, a performance of live music, any playing of recorded music, a performance of dance, entertainment facilities for making music, entertainment facilities for dancing]

1. **THE HIRER/ORGANISATION** shall ensure that all the requirements of The Premises Licence issued by South Gloucestershire Council are complied with whenever any regulated activity is carried-on and in particular:-
 1. That all fire exits are unlocked and panic bolts are in good working order.
 2. That all the fire escape routes are free of obstructions and can safely be used.
 3. That fire doors are not wedged open.
 4. That exit signs are illuminated.
 5. That there are no obvious hazards on the premises.
 6. That the maximum permitted number of persons is not exceeded.
 7. That the regulated entertainment is only carried-on during the permitted hours.
 8. That the required number of attendants is provided.
 9. That only persons who have attained the appropriate age are admitted to age restricted films.
2. A copy of the Premises licence and associated conditions may be obtained.

2. **TEMPORARY EVENTS NOTICES (TENS)**

1. In order to hold a licensable activity (e.g. sale of alcohol, indoor sporting events, boxing or wrestling) not covered by the Village Hall's Premises Licence a Temporary Event Notice (**TEN**) application will need to be obtained from the licensing authority. This can be done by completing an online **TEN**'s application which can be located at <https://www.gov.uk/temporary-events-notice> Once the Temporary Events Notice has been received from the Local Authority a copy of the notice must be sent to the Booking Clerk. Failure to do so will result in cancellation of the booking without compensation because there is a limit on the number of **TENS** that can be granted annually for any premises. Lack of co-operation could affect future fund raising by **THE COMMITTEE** and local voluntary organisations.
2. **THE HIRER/ORGANISATION** who is named on the **TENS** licence, must be at least twenty one years of age and present on **THE PREMISES** whenever licensable public entertainment is provided.
3. **THE HIRER/ORGANISATION** shall provide the Booking Clerk at least 7 days in advance with a copy of the **TENS** licence

3. **USE OF KITCHEN**

1. **THE HIRER/ORGANISATION** shall comply with the Food Safety (General Food Hygiene) Regulations 1995 Industry Guide to Good Hygiene Practice: Catering Guide ISBN 0 900 103 00 0. A copy is available in the kitchen or by request when booking.

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2. **THE HIRER/ORGANISATION** shall ensure that the kitchen is kept clear of coats, handbags, paperwork, etc. and that it is only used for the preparation and serving of food which does not include any form of cooking (Warming of pre-cooked food is acceptable)
3. **THE HIRER/ORGANISATION** shall ensure that the kitchen appliances and utensils are left in a clean condition & put away.
4. **THE HIRER/ORGANISATION** shall ensure that no dogs or other animals are allowed to enter the kitchen.
5. **THE HIRER/ORGANISATION** shall note that the kitchen can be a shared facility available to other users within the premises and that exclusive use is not guaranteed, unless the hall is booked on a sole use basis.
6. **THE HIRER/ORGANISATION** will be responsible for the supply of tea towels, dishcloths and washing up liquid as these are **NOT** supplied.

1. CHILDREN AND VULNERABLE USERS

1. **THE HIRER/ORGANISATION** is responsible for ensuring that any activities that include children and vulnerable users comply with the provisions of a Safeguarding Children, Young People & Adults at Risk Policy. The Village Hall Management Committee have their own Safeguarding Children, Young People & Adults at Risk Policy which is available on request. However **THE HIRER/ORGANISATION** should have their own policy relating to children and vulnerable users, and that only fit and proper persons who have passed, & provided, the necessary checks have access to the children and that there are appropriate numbers to supervise them. To view the policy go to the Village Hall webpage on the Falfield Village website (www.falfield.org.uk) where the policy can be downloaded.

2. PUBLIC SAFETY COMPLAINECE

1. **THE HIRER/ORGANISATION** shall familiarise, & acknowledges, that before the function commences, that they have familiarised themselves with the procedure as displayed in THE PREMISES and the instructions to be followed in the event of a fire and to ensure that it is complied with.
2. **THE HIRER/ORGANISATION** shall ensure that the Fire Brigade is called to ANY outbreak of fire, however slight, and that the building is evacuated. Details of any such event should be forwarded to the Booking Clerk.
3. **THE HIRER/ORGANISATION** should familiarise themselves with the Escape Procedure displayed on the notice board as to their essential responsibilities in the event of fire and/or other emergencies, including attention to disabled persons, the location and use of the fire-fighting equipment available, how to call the Fire Brigade and evacuation procedure.

3. HEALTH & SAFETY

1. **THE HIRER/ORGANISATION** shall ensure that the building is evacuated and the relevant body summoned in the event of any other situation where there is an actual or potential danger to users of **THE PREMISES**.
2. **THE HIRER/ORGANISATION** acknowledges that the Basic First Aid supplies provided in the Entrance Lobby may be used at **THE HIRER/ORGANISATION**'s risk and that **THE COMMITTEE** cannot accept responsibility for their use.
3. No dogs, except guide dogs may be brought into the hall, except at the discretion of **THE COMMITTEE**.
4. **THE HIRER/ORGANISATION** shall report any injury, accident or other such occurrence to the Booking Clerk.
5. Any failure of equipment belonging to the **COMMITTEE**, or brought in by **THE HIRER/ORGANISATION**, must be reported to the Booking Clerk as soon as possible.
6. **THE HIRER/ORGANISATION** should check all rooms in the building before leaving to ensure that everything is in order.
7. Before leaving the premises **THE HIRER/ORGANISATION** should ensure that the following is undertaken:-
 1. Secure all outside doors and windows.
 2. Ensure that door between main hall and porch is bolted.
 3. Check that electric heaters and cooker are turned off.
 4. Check that all electrical appliances are unplugged.
 5. Check that all lights are extinguished.
 6. Ensure that the main exit door is secured and locked on leaving the building.
 7. Return the key to the keybox, or Booking Clerk, whichever is applicable, immediately following closure.
 8. Close the main gate

4. INSURANCE

1. **THE COMMITTEE** holds appropriate Public Liability Insurance for the use of the facility. This insurance covers **THE HIRER/ORGANISATION** during the period of hire identified on the Village Hall Booking Agreement.
2. **THE HIRER/ORGANISATION** is advised to consider the need for Public Liability Insurance to cover their activities if their function is open to the general public.

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1. DATA PROTECTION

1. Falfield Village Hall uses personal data for the purposes of managing the hall, its bookings, finances, running of events & other associated activities held at the hall. Data may be retained for up to 7 years for accounts purposes and for longer if required, ie by the hall's insurers. If you would like to find out more about how we use your personal data, or want to see a copy of the information held, please contact the Village Hall Committee or go to the Village Hall webpage on the Falfield Village website (www.falfield.org.uk) where the policy can be downloaded.

1. KEYS

1. Where **THE COMMITTEE** have approved the issue of a key for Hall Entry to an **ORGANISATION**, this is on the agreement that it is only to be used in relation to functions/activities under the direct control of **THE ORGANISATION** and that no additional keys are cut. In the event that **THE ORGANISATION** fails to follow this condition, **THE COMMITTEE** reserves the right to instruct that the key is returned. If a key is lost, **THE ORGANISATION** must advise the Booking Clerk immediately.

Note: These conditions are supplemental to, not a replacement for, the hall's ordinary conditions of hire.