

Easton Village Hall & Recreation Ground
Registered Charity 301809



Terms & Conditions of Hire

The charity is known as the Easton Village Hall and Recreation Ground and has a committee of management. The members of the committee are the managing trustees of the charity.

In these terms and conditions:

- the Easton Village Hall and Recreation Ground and its management committee shall be referred to as the **Easton Village Hall Management Committee, or EVHMC**;
- **Hiring Agreement** shall have the meaning given to it in the attached booking form; and
- the **Village Hall** or **premises** shall mean the part of the village hall being hired by the Hirer as indicated on the booking form, the recreation ground and parking areas linked to the village hall.

The Hirer agrees with the EVHMC to be present during the hiring or be represented by an authorised person and to comply fully with the Hiring Agreement. The Hirer shall have the right to substitute a suitably qualified person as a representative during the hiring who must also be authorised by EVHMC and must comply fully with the terms of this Hiring Agreement.

It is hereby agreed that these Terms and Conditions of Hire together with any additional conditions imposed under the Premises License referred to in paragraph 6 below or that the EVHMC deem necessary shall form part of the terms of the Hiring Agreement unless specifically excluded by agreement in writing between the EVHMC and the Hirer.

None of the provisions of the Hiring 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 the Hiring Agreement.

1. Security Deposits

A refundable security deposit will be required for all bookings at the time of settling the balance due, which will be refunded within 14 days following the event date if the hall is deemed to have been left in a satisfactory condition and no cancellation charges are due. A charge of £100 will be made if the keys for the Village Hall are lost or otherwise not returned to the Booking Secretary.

2. Age

The Hirer, not being a person under 21 years of age, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are met. Parties primarily for children and teenagers up to the age of 21 require the specific approval of EVHMC and will not be permitted unless supervised by an increased number of adults as set out in clause 9 below. The names and mobile telephone numbers of these adults must be given before the start of booking.

3. Supervision

The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises, the structure and the contents; their care, safety from damage however slight or change of any sort; and the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway and damage to the Recreation Ground and cricket equipment. In particular, no one is permitted at any time on the cricket square. During the cricket season any use of the recreation ground (always excluding the cricket square) will only be permitted by prior agreement with the EVHMC. As directed by the EVHMC or the Booking Secretary, the Hirer shall make good or pay for all damage (including accidental damage) to the premises, grounds or to the fixtures, fittings or contents and for loss of contents.

4. Use of premises

The Hirer shall not use the premises for any purpose other than that described in the Hiring 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 in respect thereof. The EVHMC reserves the right to refuse admission to any person or persons without reason.

5. Gaming, betting and lotteries

The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the laws relating to gaming, betting and lotteries.

6. Licensable activities

The Village Hall has a Premises License issued by Winchester City Council which details the activities and times that specific activities may be carried out. The License allows for the performance of plays, films, dance, live and recorded music and the sale of alcohol for consumption on the premises between the hours of 8.30-23.00 each day of the week. A summary of the License is displayed on the notice board in the entrance hall. The Hirer shall be responsible for complying with the terms and conditions of the license in all respects.

The Village Hall also has a Performing Rights Society License which permits the use of copyright music in any recorded or live performance.

Should additional licenses be required in respect of any other activity in the Village Hall, the Hirer shall be responsible for obtaining these. Subject to paragraph 18 below, alcohol may be consumed on the premises but alcohol should not be supplied to children under the age of 18

7. Health and hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.

8. Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought onto the premises, other than for a special event agreed to by the EVHMC. No animals whatsoever are to enter the kitchen at any time.

9. Public safety compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority and the Village Hall's Fire Policy or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is provided or which is attended by children. The Hirer shall also comply with the EVHMC's Health and Safety policy.

The Hirer acknowledges that they have carried a fire risk assessment for their event. The Fire Procedure Notice is displayed in the entrance hall of the premises.

In advance of an entertainment or play the Hirer shall check the following items:

- That all fire exits are unlocked and panic bolts in good working order.
- That all escape routes are free of obstruction and can be safely used.
- That any fire doors are not wedged open.
- That exit signs are clear.
- That there are no unmanaged fire hazards on the premises.

The Hirer shall ensure that, during the time the hall premises are in use for public entertainment, the following number of attendants are familiar with the location of fire exits and the procedures for the orderly evacuation of the premises in the case of fire or other emergency.

Up to 25 persons – 2 attendants

Over 25 persons - 4 attendants

Where at any licensed function (for public entertainment) the majority of persons attending are under the age of 21, the number of such attendants should be increased.

10. Means of escape

All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit. Emergency lighting, smoke and heat alarms must not be switched off or otherwise tampered with.

11. Outbreaks of fire

It is the responsibility of the Hirer to call the Fire Brigade in the event of an outbreak of fire, however slight, and the Premises must be evacuated and fire doors must be closed. Fire extinguishers must ONLY be used by trained personnel. Details of the incident should be given to the Health and Safety Representative. N.B. The Fire Regulation document is attached to the Hall users instructions and is part of the Hiring Agreement.

12. Electrical appliance safety

The Hirer shall ensure that any electrical appliances brought to the premises by them or through outside agencies (for example, caterers, disco operators etc.) and used by them shall be safe, in good working order, and used in a safe manner. It is the Hirer's responsibility to ensure that any electrical appliances brought to the hall through outside agencies have been PAT tested within the last year. The Hirer will inform the Booking Secretary in advance if it is intended to bring in any such equipment into the hall. The EVHMC reserves the right to refuse permission for the use of any appliance without being obliged to give a reason for such refusal.

The EVHMC does not accept any responsibility should any such appliance activate the systems that protect the Village Hall's power supply. The cost of rectifying any damage done to the Village Hall's electrical supply system will be payable in full by the Hirer. The EVHMC will not accept any responsibility or liability for any inconvenience or loss, including consequential loss that may occur due to any power failure however caused.

13. Insurance and indemnity

The Hirer shall be liable for and shall indemnify the EVHMC, their employees, volunteers, agents or invitees against:

- the cost of repair or replacement of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the buildings and grounds, including those belongings to third parties that may occur during period of the hiring as a result of the hiring.
- all claims, losses, damages and costs made against or incurred by the EVHMC, their employees, volunteers, agents or invitees 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 or any breach of the Hiring Agreement, the licences referred to in paragraph 6 above or any applicable laws or regulations,
- all claims, losses, damages and costs made against or incurred by the EVHMC, their employees, volunteers, agents or invitees as a result of any nuisance caused to **a third party** as a result of the use of the premises by the Hirer,.
- A commercial hirer or organisation shall be responsible for, and indemnify the committee against any third party claims that may lie against him/her or the organisation (where applicable) while using the Village Hall and shall, before any hiring can be accepted by the EVHMC, provide a copy of the relevant policy or cover note evidencing that he/she or the organisation (where applicable) has sufficient public liability insurance.
- Where the hirer engages a third party (for example, caterers or disco operators), evidence must be provided to the Booking Secretary at least 14 days before the event of that party's public liability insurance.

The Hirer agrees and acknowledges that none of EVHMC, their employees, volunteers, agents or invitees shall be liable for any damage to vehicles parked at or near to the Village Hall nor for any theft of vehicles or their contents; nor for any damage to or theft of personal belongings of the Hirer or any other persons attending the event.

14. Accidents and dangerous occurrences

The Hirer must report all accidents involving injury to the public to the EVHMC / Booking Secretary as soon as possible and complete the relevant section in the Village Hall's accident book, which is located with the First Aid kit in the kitchen. Any failure of equipment belonging to the Village Hall or brought in by the Hirer must also be reported as soon as possible. Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. The Health & Safety Representative will give assistance in completing this form.

This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR). The list of injuries or accidents that have to be reported under RIDDOR is contained within the accident book along with a reporting form.

15. Smoking

The Hirer shall ensure compliance with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made there under. Any person who breaches this provision shall be asked to leave the premises.

16. Explosives and flammable substances

The Hirer shall ensure that:

- Highly flammable substances are not brought into, or used in any part of the premises, and that
- No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the EVHMC. No decorations are to be put up near light fittings or heaters.
- No naked lights, including candles, are permitted without prior consent of the EVHMC.
- If candles are permitted, they must be low level and in heavily weighted containers to stop them from being knocked over. Night lights must be in a holder that will not conduct heat from the metal container onto the table, covers or woodwork internally or externally. Candles should not be placed near the curtains or other flammable objects.
- Fireworks are NOT allowed at the Village Hall and Recreation Ground (without permission) out of courtesy to our neighbours, their animals, the proximity to road and thatched buildings.

17. Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the EVHMC. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used in any event.

18. Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall ensure that excessive consumption of alcohol is controlled and that 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 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. No illegal drugs may be brought onto or used on the premises.

19. Fly posting

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises. Failure to observe this condition may lead to prosecution by the local authority.

20. Sale of goods

The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organizer's name and address.

21. Film shows

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. The Hirer should ensure that they have the appropriate licenses to show films.

22. Dangerous and unsuitable performances

Performances involving danger to the public or of a sexually explicit nature shall not be given.

23. Stiletto Heels

To avoid damage to the floor no stiletto heels or other footwear likely to cause damage may be worn. The Hirer is responsible for any damage caused by breach of this condition.

24. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure and shall keep all doors and windows closed during the performance of live or recorded music. All events at the premises shall be supervised

by a responsible person who should respond positively to any complaint of noise nuisance. The installed noise limiter shall be activated after 21.00 and all music shall cease at 23.00. With the express written permission of the EVHMC, this time may be extended to 23.30 for private functions on Fridays or Saturdays only. The Hall shall be cleared by midnight for all events.

25. Hours of Opening

The Premises Licence allows for opening between the hours 8.30-23.00 for licensable activities. Subject to express written permission of EVHMC, the playing of music may be continued up to 23.30 during private parties on Fridays and Saturdays. However, the sale of alcohol must cease at 23.00. The premises must be completely cleared by midnight.

26. No rights

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

27. No alterations

No alterations or additions may be made to the premises nor may any fixtures 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 EVHMC. No sticky tape may be used on the walls or doors. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the EVHMC remain in the premises at the end of the hiring. It will become the property of the EVHMC unless removed by the Hirer who must make good to the satisfaction of the EVHMC any damage caused to the premises by such removal.

28. Cancellation

CANCELLATION BY HIRER: In the event that the Hirer cancels the booking, in writing to the Booking Secretary, the following charges will be applied:

- More than 28 days notice: No charge and security deposit will be returned.
- Less than 28 days notice: 50% of the hire cost.
- Less than 14 days notice: 100% of the hire cost

In special circumstances the Booking Secretary may waive or reduce the amount of the cancellation charge at their sole discretion.

CANCELLATION BY COMMITTEE: The EVHMC reserves the right to cancel the Hiring Agreement at any time (without being obliged to give any reason for doing) and shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever. In this case the Hirer shall be entitled to a refund of any monies already paid. If the EVHMC fails to give notice, the hirer will be compensated up to an amount equal to the hiring fees, including any deposit already paid but the EVHMC will not be responsible for any further and/or consequential losses. EVHMC reserve the right to change hire charges by giving 4 weeks written notice to the Hirer.

29. End of hire

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions (i.e. chairs and tables) properly replaced and all kitchen equipment must be thoroughly cleaned and replaced in the cupboards provided, otherwise the EVHMC shall be at liberty to make an additional charge.

All rubbish (including balloons at the entrance) **MUST** be removed from the Village Hall and Recreation Ground site and **NOT** deposited in the Village Hall dustbins. The Hirer shall provide the rubbish bags required for this purpose.

If the Hall is hired in the evening sufficient time must be allowed for clearing up so that the Premises are vacated by the end of the Hall's operating hours. Otherwise additional time must be booked (if available) on the following day.

It is the responsibility of the Hirer to ensure that all persons including helpers, musicians, and bar staff, etc, vacate the hall.

All breakages or damages must be reported to the Booking Secretary as soon as possible.

30. Complaints

The Hirer shall notify the Booking Secretary of any complaint relating to the hire of the village hall in writing within **7 days** of the hire date.

31. Stored equipment

The EVHMC 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 than stored equipment) must be removed at the end of each hiring or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

The EVHMC may use its discretion in any of the following circumstances:

- Failure by the Hirer either to pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended
- Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in the EVHMC disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

32. Deliveries

Deliveries to the Village Hall may only be made during the hire period and must be supervised by the hirer or their authorised representative. Fire exits must not be obstructed as a result of any such deliveries.

33. Variation to Hiring Agreement

Any variation to the clauses above will be at the sole discretion of the EVHMC or its appointed representative and must be in writing.

By returning requested payment and completing the booking form, the Hirer is accepting all terms and conditions herein.

Tel: 07308 863972, email: evh.booking@googlemail.com