

### STANDARD CONDITIONS OF HIRE FOR CASUAL USERS

These Conditions of Hire apply to all hirers of the hall and at the time of making your booking you will be agreeing to these conditions.

If the Hirer is in any doubt as to the meaning of the following, the Booking Clerk should immediately be consulted. The Hirer should also refer to the WINTERSLOW VILLAGE HALL GUIDE, which will be provided to the Hirer by the Booking Clerk on confirmation of the booking.

This HIRING AGREEMENT is made between Winterslow Village Hall Management Committee (hereinafter referred to as The Village Hall) and the Hirer.

#### Privacy Statement

The data we collect regarding your booking will not be shared by any third party or used for marketing purposes. We will keep your information for no longer than is necessary and is determined by operational and legal considerations e.g. accountancy purposes. Our full privacy policy can be viewed on our website: [www.winterslowvillagehall.org.uk](http://www.winterslowvillagehall.org.uk), or is available on application from the Bookings clerk.

### GENERAL CONDITIONS OF HIRE

**1. Use of Premises** - The Hirer shall not use the premises for any purpose other than that agreed with the Booking Clerk and shall not sub-hire or use or allow the premises to be used for any unlawful purpose or in any unlawful way or do anything, or bring onto the premises anything, which may endanger the same or allow the consumption of alcohol thereon without written permission from the Village hall. **Any bookings should include time to set up and to clear away. Any Hirer exceeding their stated booking times will be subject to additional charges.** Use of the stage/stage extension must be agreed with the Booking Clerk.

Events at the Village Hall are only permitted between the following hours:

- Monday to Saturday 8 am – midnight
- Sunday 8 am – 11.30 pm.
- No Bookings can be taken for Good Friday and Christmas day.

**2. Supervision and Safeguarding** - The Hirer must be 18 years or older. The Booking Clerk has the authority to let the Hall to any individual or group for any purpose provided it is properly conducted, with responsible organisers in attendance. If any hiring is for an event for young people under 18, then at least 3 responsible adults (over 18) must be in attendance at all times. (Please refer to our Vulnerable Adult and Child Safeguarding Policy at [www.winterslowvillagehall.org.uk](http://www.winterslowvillagehall.org.uk) for more details or request a copy from the Booking Clerk). **The Booking Clerk has authority from the Committee to refuse to let the Hall to any person or body without explanation.** The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises (including unoccupied rooms that they are not using), the fabric and the contents; their care, safety from damage however slight and the behaviour of all persons using the premises whatever their capacity; the proper supervision of car parking, by members of their organisation or event, so as to avoid obstruction of the highway and the Doctor's Surgery. The Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents in respect of those parts of the premises being hired by the Hirer.

**3. Occupancy and Seating** - The Hirer may not utilise the Main Hall and/or the Recreation Room and/or the Meeting Room for any event so as to exceed the maximum number of persons permitted, as detailed below.

The maximum occupancy of the whole Village Hall is not to exceed 300 persons. The maximum for each of the rooms depends on the seating arrangements (see table on below). These are legal permissible calculations but may not be achievable depending on the type of event. **Hirers are recommended to make a physical inspection of the hall if capacity requirements are close to these maximums.**

Seating arrangement	Standing	Closely seated allowing for aisle	Dance/Informal	Restaurant
Main Hall with stage extension	200	165	175	113
Main Hall without stage extension	200	185	200	129
Recreation Room	60	60	60	45
Meeting Room	50	40	38	24
Whole Hall with stage extension out in Main Hall	300	265	273	182
Whole Hall without stage extension in Main Hall	300	285	298	198

Seating shall be arranged to provide gangways between rows of seats of not less than 1.1 metres in width and shall lead direct to exits. The number of seats in any row shall be arranged so that the middle seat in any row is not more than 3.5 metres from a gangway as measured along the line of seating.

**4. Supply of Alcohol** - The Village hall is subject to the provision of the Licensing Act 2003 and the Hirer must at all times comply with the Act and all its amendments. The Hall's alcohol policy is available on our website but please note the following conditions:

- Under no circumstances must alcohol be served to, consumed by or provided by anyone under 18.
- Alcohol must not be served to anyone showing clear signs of drunkenness.
- Drinking in the car park area is prohibited at all times.

If you are selling alcohol at your event or if the price of the ticket includes an alcoholic drink you must request either: *(full instructions can be found on our website)*

1. Written Approval to use the Hall's licence through the Booking Clerk. The Committee reserve the right to refuse any application. Alcohol consumption is restricted to the premises and cannot be consumed in any of the outside areas.

Or if you require outside drinking you can apply for a:

2. A Temporary Event Notice (TEN) through Wiltshire Council.

- All outside drinking is restricted to the rear lawn and patio area and for Health and Safety reasons only plastic glasses may be used.
- No event should be advertised with a bar until you have received Written Approval or a TEN.
- Written Approval or a TEN must be made available if requested at your event.

Any breach of the regulations can result in the sale of alcohol being stopped immediately by a member of the Hall Committee, the Council, or the Police. The Hirer will be liable for any breach in the law and for any penalties served as a result.

**5. The Caretaker** - The Caretaker is the Village Hall's representative, and as such will assist with matters connected with the hiring of the hall. Please also refer to the WINTERSLOW VILLAGE HALL GUIDE. The Caretaker has the authority to require the Hirer to make any changes necessary to comply with health and safety directives. The Caretaker's duties do not include the setting out or clearing away of tables, chairs etc.

**6. Use of kitchen** - Access to the kitchen and its facilities will generally be available to all Hirers using the Hall at any one time. In all cases the Hirer is expected to make sure all cutlery, crockery and other utensils are left clean and in the correct cupboards, and that the kitchen is left clean and tidy. The Hirer shall satisfy itself that the use of the facilities does not present an unacceptable risk either to those involved in preparation of food or to the consumers.

**7. Performances** - The Village Hall licence permits the following activities. Performance of Plays, Indoor Sporting Events, Performance of Live Music (indoors), Playing of Recorded Music (indoors), Performance of Dance (indoors), Entertainment of a similar description to that falling within the foregoing, Provision of facilities for making music (indoors), Showing/Exhibiting of films, videos and DVD's. Should the Council or Fire Authority request to see a copy of the Full Licence; this is displayed in the notice board in the foyer. The public showing of films must comply with legislation. The organiser must get consent from the Bookings Clerk and **ensure that the screening abides by age classification ratings**.

#### **PAYMENT AND CANCELLATION FEES**

**8. Payment of Hire Charge** - The Hirer/organisation will be responsible for payment of the hire charge, which will be calculated in accordance with the latest tariff of charges. **Any bookings should include time to set up and to clear away. Any overruns will be charged for.**

**9. Cancellation (for casual users)** - Should the Hirer cancel the booking more than 14 days before the hire date, the hire fee will be refunded less 10%. If the cancellation is within 14 days of the hire date, the booking fee will be refunded less 50%

The Village Hall reserves the right to cancel any hiring by written notice to the Hirer in the event of:

- (a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or bye-election;
- (b) the Village Hall Management Committee reasonably considering that (i) such hiring may lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring;
- (c) the premises becoming unfit for the use intended by the Hirer.
- (d) in the event of an emergency requiring the use of the Hall.

In any such cases above the Hirer shall be entitled to a refund of any deposit already paid, but the Village Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

#### **LEGAL REQUIREMENTS**

**10. Health and Hygiene** - The Hirer shall, if preparing, serving or selling food observe all relevant food health and hygiene legislation and regulations and must complete a Food Hygiene Record form which will be supplied after confirmation of the booking.

**11. Gaming, Betting and Lotteries** - The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries. More information on permissible activity in Community Halls can be found at: <https://www.resourcecentre.org.uk/information/licensing-and-regulations/> or by visiting the Gambling Commission website at: [www.gamblingcommission.gov.uk/PDF/quick-guides](http://www.gamblingcommission.gov.uk/PDF/quick-guides)

**12. Public Safety/Fire Compliance** - The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertaining or stage plays, including the appointment of Stewards and the pointing out of Fire Exits and Muster point.

**13. Electrical Appliance Safety** -The Hirer shall ensure that any electrical appliances brought to the premises and used in or around the Hall shall be in safe good working order, PAT (Portable Appliance Test) certified when more than 12 months old, or otherwise protected by the Hirer's own fully working Plug or Plug-In Adapter RCD (Residual Current Device), and used only in a safe manner, in accordance with the Manufacturer's guidelines.

**14. Indemnity** - The Hirer shall indemnify and keep indemnified each member of the Village Hall management committee and the Village Hall's employees, volunteers, agents and invitees against (a) the cost of repair of any damage done to any part of the premises, inside or outside, or the contents of that part of the Premises being used, (or the whole Premises if only occupied by one Hirer) and (b) all claims 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.

It is strongly recommended that the Hirer takes out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against all claims arising as a result of the hire. (The Village Hall is insured against any claims arising out of its own negligence).

**15. Compliance with the Children Act 1989 and any subsequent Acts or amendments** - The Hirer shall ensure that any activities for children under eighteen years of age comply with all current legislation regarding children. (Please refer to our Vulnerable Adult and Child Safeguarding Policy at [www.winterslowvillagehall.org.uk](http://www.winterslowvillagehall.org.uk))

**16. Fly Posting and Advertising** - 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. The Village Hall reserves the right to cancel, with no notice, any event that is found to be advertised on Facebook, or any similar Social Networking Site.

**17. Sale of Goods** - The Hirer shall, if selling **new** goods on the premises, comply with current legislation and any code of practice used in connection with such sales. The Hirer is responsible for their own arrangements in Jumble Sales, Plant Sales etc. **NO SECOND HAND ELECTRICAL GOODS SHOULD BE SOLD IN THE VILLAGE HALL.** Any unsold goods are to be removed at the end of the hiring.

**18. TV Licencing** - The Village Hall does not need, and does not hold, a Television Licence. Any User/Organisation of the hall using a laptop (or any other device) to watch or record television programmes as they are being shown on TV or live on an online TV service, or to download or watch BBC programmes on demand, including catch up TV, on BBC iPlayer, by law, must hold their own TV Licence. The Village Hall will not accept responsibility for any fines or penalties imposed.

#### **ADDITIONAL GUIDELINES**

**19. Accidents and Dangerous Occurrences** - The Hirer must report all accidents involving injury to the public to a member of the Village Hall management committee as soon as possible by completing an accident/incident report form (contained in the First Aid box affixed to the kitchen wall). Any failure of, or damage to, equipment belonging to the Village Hall must also be reported as soon as possible.

**20. Animals** - The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises other than for events agreed by the Booking Clerk. No animals whatsoever are to enter the kitchen at any time.

**21. Stored Equipment and hirers' other property** - Hirers may store equipment beyond the Hire Period only with written approval of the Village Hall. The Village Hall 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 the agreed stored

equipment) must be removed at the end of each hiring or fees may be charged for each day or part of a day at the hire fee per hiring until the same is removed and The Village Hall may, at its discretion 7 days after the hiring date, dispose of any such items.

**22. Noise** - The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall also ensure that where live music is performed, this is played at such a level so as not to cause a nuisance to Hirers of other parts of the Hall or to neighbouring properties. A noise limiter has been installed to prevent excessive volume.

**23. 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 Booking Clerk or a member of the Management Committee. Any alteration, fixture or fitting or attachment so approved should be removed by the Hirer who must make good to the satisfaction of the Management Committee any damage caused to the premises by such removal. Any such fixture or fitting must be fire retardant.

**24. No Rights** - The hiring agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

**25. Smoking** - Smoking is not permitted in any part of the building. Smokers are permitted to use the covered patio area outside.

**26. Smoke Machines** – Smoke machines are not permitted in the Hall. The Hall is equipped with Smoke Detectors and the Alarms will be triggered.

**27. Fireworks** - Fireworks are not permitted in the Hall or in the Hall grounds.

**28. Scenery and Decorations** - All scenery, draperies, properties and decorations shall be rendered flame-retardant and maintained in this condition. Paper decorations should not be affixed to the walls or ceiling. Cotton wool shall not be used for scenery or decorations or as part of the costumes of the performers whether or not treated with flame-retardant solution. No naked-flames are to be used without the written authorisation of the Village Hall and this will not be granted if in breach of Fire Regulations or Insurance restrictions.

**29. Car Park** – The users of the car park do so at their own risk. The Management Committee will not accept liability for any accidents, damage or loss incurred. Drinking in the car park area is prohibited at all times.

#### **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 properly replaced, otherwise the Village Hall shall be at liberty to make an additional charge. If another Hirer is still using another part of the Hall, then the vacating Hirer shall not be responsible for ensuring that part of the Hall still being used is secure. All cans and plastic containers must be recycled in the appropriate bins and all general rubbish including bottles and glass removed. Should the Hall not be left in a clean and tidy condition, the Hall will exercise its rights to levy a penalty charge. **For casual bookings the Caretaker will close the hall at the time stated on the booking sheet.**

IF LOSS OR DAMAGE OCCURS AS A RESULT OF DOORS OR WINDOWS BEING LEFT OPEN, THE LAST GROUP TO HAVE USED THE HALL MAY BE HELD LIABLE

Please use the locking up **CHECK LIST** in the **WINTERSLOW VILLAGE HALL GUIDE**, which can be found on our website and will be provided when your booking has been confirmed.