

Hallmaster booking (2022)

# Harby Village Hall Conditions of Hire



## Harby Village Hall – Conditions of Hire

When you hire Harby Village Hall using the Hallmaster online booking system, you agree to the following conditions. These are largely based on a model drawn up by Action with Communities in Rural England (ACRE) and approved by the Charities Commission. In combination with the information provided in the online booking, they constitute an Agreement between the 'Hirer' (as identified in the booking request) and the Management Committee of Harby Village Hall ('Village Hall'). Please contact the Booking Contact (details at the end of this document) if you need clarification of any aspect of this Agreement.

### **1. Age**

The Hirer, not being a person under 18 years of age, hereby accepts responsibility for ensuring that all conditions under this Agreement relating to the management and supervision of the premises are met.

### **2. Supervision**

The Hirer shall, during the hire period, be responsible for: the supervision of the premises, the fabric 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. The Hirer may be represented by their authorised representative if appropriate.

### **3. Use of premises**

The Hirer shall not use the premises for any purpose other than that described in the 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 nor allow the consumption of alcohol thereon without written permission.

### **4. Payments**

- i. Current hire charges will be advertised on the Bookings page of the Harby Village Hall website.
- ii. When booking the Village Hall for an individual event, a deposit of 50% of the total cost will normally be required before the booking is confirmed. This should be paid within 7 days of receipt of the invoice. The balance should be paid not later than 30 days before the event. The charges applied in the event of cancellation are set out in Clause 22 of these Conditions of Hire.
- iii. Under certain circumstances an additional Special Deposit may be required. This will be refunded within 14 days of the termination of the period of hire provided that no damage or loss has been caused to the premises and/or contents nor complaints made to the Village Hall about noise or other disturbance during the period of the hire as a result of the hire.
- iv. Regular bookings will be invoiced quarterly in arrears.

### **5. 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.

### **6. Licensable activities**

The Hirer shall ensure that the Village Hall holds a Performing Right Society Licence which permits the use of copyright music in any form eg record, compact disc, tape, radio,

television or by performers in person. If other licences are required in respect of any activity in the Village Hall the Hirer should ensure that either they hold the relevant licence or that the Village Hall holds it.

Where a licensable activity is to take place, the Hirer is advised that there is a copy of the conditions of the Premises Licence in the Main Hall or can be obtained from the Village Hall. The Hirer agrees to comply with all obligations therein.

In order to hold a licensable activity on the premises or on part of the premises not covered by the Village Hall's Premises Licence or where the Village Hall does not have a Premises Licence, a Temporary Event Notice (TEN) will need to be given to the licensing authority. The Hirer shall obtain the written consent of the Village Hall on the form provided for this purpose before giving the licensing authority a TEN. Failure to do so will result in cancellation of the hiring without compensation because there is a limit on the number of TENs which can be granted annually for any premises. Lack of co-operation could affect future fundraising by the Village Hall and local voluntary organisations.

**If the booking includes for the provision of the Village Hall bar, then only drinks purchased from the bar will be permitted to be consumed on the premises. Should it transpire that drinks other than those bought from the bar are being consumed, then the bar will be closed immediately.**

**The Licensee is responsible for the management of the bar and of the hall at all times that the bar is open for the sale of alcoholic and non-alcoholic drinks and should he/she have concerns about the behaviour of guests using the hall and the bar facilities then they shall take whatever action they deem appropriate. Their decision is final.**

The Hirer may sell alcohol on the premises, without hiring the Village Hall bar, only with the written approval of the Licensee. The Licensee may refuse his/her permission without providing any justification. The Licensee will only provide permission once the Hirer has agreed to pay an additional service and administration charge of £40.

The Hirer may provide (at their expense) alcohol free of charge but should notify the Licensee before the commencement of the hire. The Licensee reserves the right to stop the Hirer from providing alcohol at any time for any reason.

## 7. Public safety compliance

The Hirer agrees not to exceed the maximum permitted number of people including the organisers/performers:

Standing	288 people
Seated	144 people

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority and the [Village Hall's Fire Safety Policy](#) 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. The Hirer shall also comply with the hall's Health and Safety policy.

- i. The Hirer acknowledges that they have received instruction in the following matters:
  - a. The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
  - b. The location and use of fire equipment (diagrams of location are available from the Hall Manager).
  - c. Escape routes and the need to keep them clear.

- d. Method of operation of escape door fastenings.
- e. Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
- ii. In advance of an entertainment or play the Hirer shall check the following items:
  - a. That all fire exits are unlocked and panic bolts in good working order.
  - b. That all escape routes are free of obstruction and can be safely used.
  - c. That any fire doors are not wedged open.
  - d. That exit signs are illuminated.
  - e. That there are no obvious fire hazards on the premises.

#### **8. Means of escape**

- i. All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.
- ii. The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

#### **9. Emergency Telephone**

There is an emergency telephone located in the foyer. Telephone no. 01949 861158. This can be used for out-going emergency calls and can receive in-coming calls only.

#### **10. Health and hygiene**

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations.

#### **11. Electrical appliance safety**

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided the hirer **must** make use of it in the interests of public safety.

#### **12. Insurance and indemnity**

- i. The Hirer shall be liable for:
  - a. the cost of repair of any damage (including accidental and malicious 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 made against or incurred by the Village Hall, 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, and
  - c. all claims, losses, damages and costs made against or incurred by the Village Hall, 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, and subject to sub-clause (ii), the Hirer shall indemnify and keep indemnified accordingly each member of the Village Hall and their employees, volunteers, agents and invitees against such liabilities.
- ii. The Village Hall shall take out adequate insurance to insure the liabilities described in sub-clause (i) (a) above and may, at its discretion and in the case of non-commercial Hirers,

insure the liabilities described in sub clauses (i) (b) and (c) above. The Village Hall shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of the Village Hall and their employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.

- iii. Where the Village Hall does not insure the liabilities described in sub-clauses (i) (b) and (c) above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the Village Hall. Failure to produce such policy and evidence of cover will render the hiring void and enable the Village Hall to rehire the premises to another Hirer. The Village Hall is insured against any claims arising out of its **own** negligence.

**13. Accidents, dangerous occurrences, outbreaks of fire and equipment failure**

A first aid box is provided and is situated in the kitchen on the left hand side of the cooker under the First Aid sign. **Please inform the Booking Contact should any items be used.**

The Hirer must report all accidents involving personal injury to the Booking Contact as **soon as possible** and complete the relevant section in the Accident Book which is located in the kitchen so that the incident may be reviewed and any appropriate action taken.

The Fire Brigade shall be called to any outbreak of fire, however slight. Details shall be reported to the Booking Contact and entered in the Accident Book.

Any failure of equipment belonging to the Village Hall or brought in by the Hirer must also be reported **as soon as possible**.

**14. 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) are erected without the prior consent of the Village Hall.

**15. Heating**

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

**16. Drunk and disorderly behaviour and supply of illegal drugs**

The Hirer shall ensure that in order to avoid disturbing neighbours to the Village Hall and avoid violent or criminal behaviour, care shall be taken to avoid 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 nor 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 the premises.

**17. Animals**

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

**18. Compliance with the Children Act 1989**

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons who have

passed the appropriate Criminal Records Bureau checks and, from 2010, comply with ISA requirements have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Hirer shall provide the Village Hall with a copy of their CRB check and Child Protection Policy on request.

**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, and shall indemnify and keep indemnified each member of the Village Hall accordingly against all actions, claims and proceedings arising from any breach of this condition. 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 organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

**21. Film shows**

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film.

**22. Cancellation**

If the Hirer wishes to cancel the booking before the date of the event the following hire charges will apply:

Notice of cancellation received:

- more than 13 weeks before – no charge
- between 13 and 10 weeks before - 30% of the full booking fee
- between 9 and 6 weeks before - 50% of the full booking fee
- between 5 and 2 weeks before - 90% of the full booking fee
- less than 2 weeks before - 100% of the full booking fee

The Village Hall reserves the right to remove any fee for cancellations, in full or in part.

The Village Hall reserves the right to cancel the 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 by-election
- (b) the Village Hall reasonably considering that (i) such hiring will 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) an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.

In any such case 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 damage whatsoever.

### 23. 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.

Cleaning expectations:

The Village Hall expects that the following cleaning shall be undertaken by the Hirer after each hire period. Only those actions relevant to the area hired are expected to be completed.

- Toilets are cleaned
- Toilet floors are swept and mopped
- Hall floor is swept, mopped and any rubbish removed to the appropriate bin
- All used glassware is washed and returned to its original location
- All bar surfaces are cleaned and tidied
- Bar floor is swept and mopped
- All chairs and tables are returned to their correct locations
- All kitchen surfaces are cleaned with an anti-bacterial surface cleaner
- Kitchen floor is swept and mopped

Additional Cleaning Charges:

Should the Village Hall be found to have been returned at the end of a Regular Hirer's hire period in a condition that does not meet Village Hall expectations, or complaints are received from other Hirers that relate to the cleanliness of the Village Hall after a Regular Hirer's hire period, the following charges may be levied against the Regular Hirer:

Main Hall Cleaning Charge (Inc. toilets)	-	£40.00
Kitchen	-	£20.00
Toilets	-	£20.00
Backroom	-	£20.00
Stage	-	£20.00
Whole Hall Clean	-	£80.00

The Regular Hirer agrees to pay these additional charges as part of the next available invoice period.

### 24. 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, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

### 25. Stored equipment

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 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 Village Hall may use its discretion in any of the following circumstances:

- i. 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

- ii. 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 Village Hall 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.

**26. Alterations, fixtures and decorations**

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 Village Hall. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Village Hall remain in the premises at the end of the hiring. It will become the property of the Village Hall unless removed by the Hirer.

The Hirer shall not use drawing pins, staples, sellotape, blu-tack or any sticky substance (except for white-tack) on the walls or other surfaces and should seek written approval from the Village Hall if notices or decorations are required to be put up. Such decorations should not be fixed near light fittings or heaters.

**27. Damage or Loss**

As directed by the Village Hall, 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.

**28. No rights**

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

**29. Dangerous and unsuitable performances**

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

**30. Smoking**

The Hirer shall, and shall ensure that the Hirer's invitees, comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises. In addition to being a no-smoking facility, the use of electronic cigarettes is also prohibited.

**31. Loss of property**

The Village Hall does not accept responsibility or liability for any damage or loss of property of items that are placed on the premises whilst the hall is in use.

**32. Hall maintenance**

The Village Hall will make all reasonable endeavours to carry out hall maintenance during times when the hall is not being hired. The Village Hall reserves the right to carry out hall maintenance works during times when the hall is in use on the following conditions:

- i. The maintenance work is critical and/or the maintenance work cannot be scheduled for a time when the hall is not hired.
- ii. The Village Hall will provide, if possible, a minimum of 72 hours' notice, unless the maintenance works are deemed critical, in which case:
- iii. The Village Hall reserves the right to gain access to the hall at any time and without notice.



**33. Finish Time**

The Village Hall must be vacated by midnight of the day of the hire unless otherwise previously agreed with the Village Hall and covered by any relevant licenses.

**34. Chair and Table Storage Area**

The chair and table storage area is to the right of the stage.

Please note that this is a fire exit route and must be kept uncluttered at all times.

Stack all chairs so that they face the wall and ensure that the large tables are stacked neatly behind the door and retained with the baton. Small tables should be retained by the chain.

**35. Wi-Fi Access**

Should the Hirer wish to make use of the hall's Wi-Fi System then they should familiarise themselves with the [Wi-Fi Access Acceptable Use Policy](#). By entering into this Agreement the Hirer has confirmed that they will comply with this policy. They will then be provided with the appropriate password.

**36. Instruction sheets for the use of village hall equipment**

Hirers must familiarise themselves with the Instruction Sheets located in the kitchen and adhere to these instructions when using Village Hall equipment.

**37. Problems**

Should any problems be encountered during the hire period, the Hirer should record these in the Comments Book which is located in the kitchen and report them to the Booking Contact.

**38. General**

This Agreement shall be governed by and interpreted in accordance with the Laws of England.

The terms of this Agreement supersede any prior Agreement between both parties.

Both you and we submit to the exclusive jurisdiction of the Courts of England.

No variation to the terms of this Agreement shall be valid unless in writing and signed by authorised signatories of both parties.

**Booking Contact**

E-mail: [bookings@harbyvillagehall.co.uk](mailto:bookings@harbyvillagehall.co.uk)

Telephone: 01949 480444

Alternatively: [harbyvillagehall@outlook.com](mailto:harbyvillagehall@outlook.com)

Website: [harbyvillagehall.co.uk](http://harbyvillagehall.co.uk)