



Rotherwick Village Hall Terms and Conditions and Hiring Agreement

Standard terms and conditions of hire

These standard conditions apply to all hiring of Rotherwick Village Hall. The Hirer shall be the person named in the accompanying confirmation and the Hiree is the Trustees of the Rotherwick Village Hall Charity, (hereafter “the Village Hall”).

If the Hirer is in any doubt as to the meaning of the following, the Booking Secretary should immediately be consulted.

1. License

The Village Hall has a Premises License authorizing the following regulated entertainment and licensable activities at the times indicated.

Activity	The hall is licensed for	Times for which the activity is allowed
a. The performance of plays	Yes	12:00 – 23:30 Monday to Saturday 12:00 – 23:00 Sunday
b. The exhibition of films	Yes	12:00 – 23:30 Monday to Saturday 12:00 – 23:00 Sunday
c. Indoor sporting events	Yes	09:00 – 23:00
d. Boxing or wrestling entertainment	Yes	18:00 – 22:00
e. The performance of live music	Yes	12:00 – 23:30 Monday to Saturday 12:00 – 22:00 Sunday
f. The playing of recorded music	Yes	12:00 – 23:30 Monday to Saturday 12:00 – 22:00 Sunday
g. The performance of dance	Yes	09:00 – 23:00
h. Entertainments similar to those in a – g	No	
i. Making music	Yes	12:00 – 23:30 Monday to Saturday 12:00 – 22:00 Sunday
j. Dancing		12:00 – 23:30 Monday to Saturday 12:00 – 22:00 Sunday
k. Entertainment similar to those in i to j, i.e. charity race nights, bingo, etc...	Yes	16:00 – 23:30 Monday to Saturday 16:00 – 22:00 Sunday
l. The provision of hot food/drink after 11pm	No	
m. The sale of alcohol	Yes	12:00 – 23:30 Monday to Saturday 12:00 – 22:00 Sunday

The hall may be hired during the following hours (subject to any license conditions above):

- i. Monday to Thursday 08:00 – 23:00, Friday and Saturday; 08:00 – 24:00; Sunday 08:00 – 22:00.
- ii. Please note the hall **must close** at the end of the hire periods above.
- iii. The Hirer will need to advise the Booking Secretary in order for a bar to be provided by or arranged with the Village Hall's Designated Premises Supervisor. All tickets must be sold before the event. No tickets may be sold on the door.

- iv. The Hirer agrees not to exceed the maximum permitted number of people (**200**) including the organizers/performers.
- v. Where a licensable activity will take place, the Hirer hereby acknowledges the event will comply with times listed above.
- vi. The hall does have a license with the Performing Right Society for the performance of copyright music.
- vii. The Hirer agrees with the Village Hall to be present (by its authorised representative, if appropriate) during the hiring and to comply fully with this Hire Agreement.
- viii. It is hereby agreed that the Standard Conditions of Hire together with any additional conditions imposed under the Premises License or that the Trustees of the Rotherwick Village Hall Charity deem necessary shall form part of the terms of this Hiring Agreement unless specifically excluded by agreement in writing between the Village Hall and the Hirer.
- ix. None of the provisions of this 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 this Agreement.

2. Deposits

A deposit of 30% of the hire cost will be required to confirm any booking. The outstanding hire cost must be paid in full at least 28 days before the event date. **If full payment for a booking is not received within 28 days of the event this will result in the loss of the 30% deposit and the Village Hall may seek full payment of any amounts outstanding, given that the hall may not be re-let.**

In addition, a refundable £300 damage deposit will also be required for all hirers, including wedding parties, to be paid with the balance of the hire cost, i.e. within 28 days of the event. This damage deposit will be refunded within 14 days after the event date if the hall is deemed to have been left in a satisfactory condition and no damaged having reported to or identified by the Village Hall. Evidence of damage may also be recorded photographically.

These deposit terms should also be read in conjunction with the cancellation terms set out in section 30 below.

By returning requested payment and/or sending written confirmation, the Hirer is accepting all terms and conditions herein.

3. Marquees

The erection of marquees and/or gazebo's with side panels is not permitted in any circumstances, in consideration of neighbouring properties to the Hall.

4. 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. 'Teenage' parties are not permitted.

5. Supervision

The Hirer shall, during the period of the hiring, be responsible for: 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. As directed by the Booking Secretary, 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.

6. 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 nor allow the consumption of alcohol thereon without written permission. The Village Hall shall have the right to refuse admission to any person whom they consider undesirable and shall not be bound to give a reason for so doing.

Overnight occupancy of the Hall or grounds is not permitted.

7. 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.

8. Licensing of alcohol

The Hall operates a policy for the provision of alcohol that requires the Hirer to either provide alcohol through the Hall's License Holder, where details of the License Holder can be obtained from the Booking Secretary or to provide alcohol at their own expense which must be provided free of charge to guests attending the function.

Where the Hirer opts to provide alcohol through the License Holder, the Hirer must adhere to the terms set out by the License Holder. These terms include but are not limited to the Hirer ensuring that no members of the Hirers party bring in to the hall any alcohol; that the Hirer does not independently supply or sell alcohol to their party and the Hirer complies with the instructions of the License Holder, in particular with regard to the behaviour of the Hirers party and instructions relating to the times that alcohol may be sold.

Where the Hirer elects to provide alcohol at their own expense, the Hirer must provide alcohol to their party completely free of charge. The Hirer is not permitted by law to sell any alcohol to their party or any other person. The Hirer is responsible for ensuring that their party behave responsibly in their consumption of alcohol and have due regard for nearby residents, particularly at the end of the Hirers event.

9. Licensable activities

The Village Hall holds a Performing Society Right License which permits the use of copyright music in any form, e.g. record, compact disc, tapes, radio, television or by performers in person. If other licenses are required in respect of any activity in the Village Hall the Hirer should ensure that they hold the relevant license, or the Village Hall holds it.

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. A refrigerator is provided on the premises.

11. 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 Village Hall. No animals whatsoever are to enter the kitchen at any time.

12. Public safety compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, the Village Hall's Fire Risk Assessment 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 Village Hall's health and safety policy.

- A. The Hirer acknowledges that they have received instruction in the following matters:
 - i. The action to be taken in event of fire - this includes calling the Fire Brigade and evacuating the hall.
 - ii. The location and use of fire equipment
 - iii. Escape routes and the need to keep them clear.
 - iv. Method of operation of escape door fastenings.
 - v. Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
- B. In advance of an entertainment or play the Hirer shall check the following items:
 - i. That all fire exits are unlocked and panic bolts in good working order.
 - ii. That all escape routes are free of obstruction and can be safely used.
 - iii. That any fire doors are not wedged open.
 - iv. That exit signs are illuminated.
 - v. That there are no obvious fire hazards on the premises.

13. Means of escape

All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.

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).

14. Outbreaks of fire

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Booking Secretary.

15. Electrical appliance safety

The Hirer should be aware of the following:

- i. 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.

- ii. the Village Hall does not accept any responsibility should any such appliance activate the systems that protects the hall's power supply. Any damage done to the hall's electrical supply system is covered under section 15(iii) below.
- iii. the Village Hall will not accept any responsibility for any inconvenience or loss, including consequential loss, that may occur due to a power failure caused by section 15(ii) above, or by the power company supplying the hall in the form of a general 'power cut'.

16. Insurance and indemnity

The Hirer shall be liable for:

- i. 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;
- ii. all claims, losses, damages and costs made against or incurred by the Trustees of the Rotherwick Village Hall Charity, 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
- iii. all claims, losses, damages and costs made against or incurred by the Trustees of the Rotherwick Village Hall Charity, 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 section 16(ii) above, the Hirer shall indemnify and keep indemnified accordingly each member of the Trustees of the Rotherwick Village Hall Charity and the Village Hall's employees, volunteers, agents and invitees against such liabilities.

17. Accidents and dangerous occurrences

The Hirer must report all accidents involving injury to the public to the Booking Secretary as soon as possible and complete the relevant section in the Village Hall's 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. Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. The Booking Secretary will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

18. Smoking

The Hirer shall, and shall ensure that, the Hirer's guests 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. The prohibition also extends to the outside area adjacent to the front door and Ninaian's Terrace.

19. Explosives and flammable substances

The Hirer shall ensure that:

- i. Highly flammable substances including fireworks are not brought into or used in any part of the premises.
- ii. No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the management committee. No decorations are to be put up near light fittings or heaters.
- iii. No naked lights, including candles, oil lamps, floating lanterns and the like are permitted.

20. 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 management committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used anywhere within the boundary limits of the Hall.

21. Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall ensure that in order to avoid disturbing neighbours to the 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.

22. Safeguarding of Children and Vulnerable Adults

A copy of the Village Hall's safeguarding policy can be seen on this website or upon request from the Booking Secretary.

The Hirer shall ensure that any activities for children under eighteen years of age comply with the provisions of The Children Act of 2004 and that only fit and proper persons who have passed the appropriate Disclosure and Barring Service, ("DBS"), checks have access to the children.

For activities which include vulnerable adults, the Hirer should ensure that there is a Vulnerable Adults Protection policy in place and that the appropriate DBS checks have been carried out. The Hirer shall provide the Booking Secretary with a copy of their DBS checks and Child Protection Policy and/or Vulnerable Adults Policy as appropriate on request.

Any suspicions or concerns should be reported at the earliest opportunity to the Village Hall's nominated Vulnerable Users representative, name and contact details are available on request from the Booking Secretary or any Trustee.

23. 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's management committee 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.

24. 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 and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

25. 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 copyright licenses for film.

26. 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.

27. No rights

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

28. Dangerous and unsuitable performances

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

29. 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 Secretary. No sticky tape, staples, nails/screws or blue tack may be used on the walls, floors or doors. 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 who must make good to the satisfaction of the Village Hall any damage caused to the premises by such removal.

30. Cancellation

In the event that the Hirer cancels the booking the following charges will be applied:

- i. More than 90 days' notice: No charge and any deposit paid will be returned.
- ii. Less than 90 but more than 28 days' notice: Full loss of deposit paid.
- iii. Less than 28 days: Full hall hire payment will be retained, if paid or if not paid, the outstanding balance will be due. Any damage deposit paid will be returned.

The Village Hall reserves the right to cancel this hiring by written notice to the Hirer in the event of the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election or the Village Hall reasonably considering that:

- iv. such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or
- v. unlawful or unsuitable activities will take place at the premises as a result of this hiring; or
- vi. the premises becoming unfit for the use intended by the Hirer; or
- vii. 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 damages whatsoever.

31. 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, otherwise the Village Hall shall be at liberty to make an additional charge. The caretaker has instructions to close the hall at the end of the hire period and otherwise in conformity with our licensed hours. It is the responsibility of the Hirer to ensure all persons including helpers, musicians, and bar staff, etc., vacates the hall by that time. Kitchen equipment must be thoroughly cleaned and replaced in the cupboards provided. All breakages or damages must be reported to the Booking Secretary as soon as possible.

32. Complaints

The Hirer shall notify the Booking Secretary of any complaint relating to the hire of the Village Hall in writing within **14 days** of the hire date. The Booking Secretary will investigate the complaint with, if considered necessary with the Trustees of the Village Hall and will respond to the Hirer within **14 days** of receipt of the complaint, the outcome of the Booking Secretary's investigation.

33. 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.

34. Deliveries

The Hirer should ensure that movement of items in and out of the hall should be made via the ramp access from the car park. The front door should not be used for any deliveries whatsoever.

35. Parking

Parking/movement of any vehicle is strictly prohibited on all grassed areas within the boundary of the Hall. Failure to keep to the car park will result in loss of the damage deposit.

36. Privacy Policy

The Village Hall operates a Privacy Policy, in accordance with the General Data Protection Regulations, ("GDPR"), with regard to personal data it collects for the purposes of managing the Hall, its bookings, finances, running events, its employees and its fund-raising activities. The Village Hall only collects personal data that is necessary to enable it to undertake its activities. Personal data may be shared with third parties, where this is necessary to enable the Village Hall to conduct its activities. We retain personal data for only as long as is necessary. You have the right to ask the Village Hall about the personal data we hold on you and to request that, but not limited to, any errors in your personal data be rectified or erased or not provided to third parties.

By returning requested payment the Hirer is accepting all terms and conditions herein.

These Terms and Conditions are effective for all bookings made on and after 01/03/2020.

Approved by the Trustees of the Rotherwick Village Hall Charity, (Registered Charity Number: 258630) on 10/02/2020

End of document.