

# Lyddington Village Hall

## Terms & Conditions of Hire

### Booking, Payment and Cancellation

#### 1. Payment

Payment is to be made in full prior to the date of the booking.

#### 2. Deposit

A £50 deposit is required for hire of the hall. This is to cover expenses in case of loss or damage to the hall or its contents, loss of keys, additional cleaning, or other costs arising from the Hirer's use of the hall, up to the value of your deposit, £50

The deposit will, in most cases, be returned in full, by bank transfer within 3 weeks from completion of the hire, provided no deductions are required under these terms.

#### 3. Access

Arrangements for the collection of the key or code will be supplied in your booking letter at least 24 hours in advance.

#### 4. Cancellation

If the Hirer cancels the booking at least two weeks before the date of the event, the Village Hall will return in full the deposit and any fees already paid. If the Hirer cancels the booking less than two weeks before the date of the event or fails to proceed with the booking thereafter, the Village Hall Trustees will retain the deposit but return any hire fees already paid, by bank transfer within 2 weeks from cancellation.

The Village Hall Trustees 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 Trustees 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.

In these cases (a), (b) and (c) the Village Hall Trustee will return in full the deposit and any fees already paid, by bank transfer within 2 weeks from cancellation

## **Responsibilities of the Hirer**

### **5. Supervision**

If the booking is for a function for persons 18 years or younger, an adult must be in attendance at all times and in charge.

The Hirer will, during the period of the hiring, be responsible for the supervision of the premises and the contents, and the behaviour of all persons using the premises, including proper supervision of car-parking arrangements so as to avoid obstruction of the highway.

Children are not permitted in the kitchen unless accompanied by an adult.

### **6. Use and Licences**

The Hirer shall not sub-let or use the premises for any unlawful purpose or in any unlawful way, nor do anything which may endanger the same or any insurance policies in respect of it, nor allow the sale (sale includes donation or linkage to entry charge) of alcoholic liquor without an appropriate licence. Permission must be sought from the trustees before any licence for the sale of alcoholic liquor is sought. The Hirer shall be responsible for obtaining any licences that may be needed for the sale of intoxicating liquor, from the Performing Rights Society, Phonographic Performance Licence (PPL) or otherwise, and for observing all regulations relating to the premises stipulated by the Fire Authority, the Local Authority, the local Magistrates' Court or otherwise.

### **7. Risk Assessments and Compliance**

It is the responsibility of the Hirer to ensure that they comply with all current Government legislation and their organisation's guidance, including the preparation of risk assessments where appropriate to their activities. The Hirer must report any accidents involving injury to the public to a member of the village hall trustees as soon as possible and complete the relevant section in the Village Hall's accident book, held in the electrical cupboard.

### **Insurance and indemnity**

#### **8. Insurance and indemnity**

(a) 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 Village Hall Trustees, 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 Village Hall Trustees, 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 (b), the Hirer shall indemnify and keep indemnified accordingly each member of the Village Hall Trustees their employees, volunteers, agents and invitees against such liabilities.

(b) The Village Hall shall take out adequate insurance to insure the liabilities described in sub-clauses (a)(i) above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (a) (ii) and (iii) 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 Trustees and the Village Hall's 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.

(c) Where the Village Hall does not insure the liabilities described in sub-clauses (a)(ii) and (iii) 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 secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the hall secretary to rehire the premises to another Hirer.

The village hall is insured against any claims arising out of its own negligence.

## **Safety and Hall Use**

### **9. Film Show**

The Hirer must restrict children from viewing age-restricted film classified according to the recommendation of the British Board of Film Classification, and must ensure they hold the appropriate copyright licences for any film shown.

### **10. Safeguarding children, young people and vulnerable adults**

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 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 management committee with a copy of their CRB check and Child Protection Policy on request.

### **11. Health and Hygiene**

Hirers and attendees should not enter the hall if they feel unwell, and should leave the hall immediately if they become unwell. 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 food temperature regulations. The premises are provided with a refrigerator and a simple thermometer. Care must be taken to avoid cross-contamination.

### **12. Electrical Equipment**

Hirers are responsible for any electrical equipment used on site, and portable equipment should be checked for visual signs of damage before use. All equipment must be returned to its original location after use. Extension cords must not be overloaded or daisy-chained.

Any failure of equipment belonging to the Village Hall must be reported as soon as possible to the Booking Secretary or Chair; telephone number on the external notice board

### **13. Safety**

For safety reasons we do not allow the use of bouncy castles or similar equipment in the hall. No naked flames, fireworks, candles (with the exception of birthday cakes), oil lamps or gas burners are permitted. No fat fryers may be used within the building. Streamers, confetti and bunting must not hang near heat sources. No animals are permitted, except assistance dogs.

#### **14. No Smoking**

It is the responsibility of the Hirer to ensure that there is no smoking in any part of the building or in the grounds of Lyddington Village Hall.

#### **15. Noise**

To respect the neighbours, the Hirer should ensure that they and their attendees recognise that the premises are situated in a residential neighbourhood and conduct themselves accordingly — taking care not to slam car doors, especially late at night, and not playing music or making other sounds at inappropriate levels.

#### **Care of the Hall**

#### **16. Damage**

The Hirer shall be responsible to the Trustees for the cost of repair of any damage done to any part of the property or its contents which may occur as a result of the hiring. No Blu Tack, sticky tape or pins are to be used on the walls or woodwork/doors.

#### **17. Temperature Control**

The hall is equipped with central heating pre-programmed for regular weekly users. If you have occasion to change the settings, they must be returned to their original position before departure. Doors and windows should be kept closed when the heating is on. The heating should be returned to its original thermostat position at the end of the hiring period.

#### **18. End of Hire**

Every attempt will be made to have the hall in a clean and tidy condition ready for your use. At the end of the hiring, the Hirer shall be responsible for leaving the premises and surrounds in a clean, tidy and safe condition, properly locked and secured (including windows, unless directed otherwise), with any contents temporarily moved from their usual positions properly replaced.

#### **Emergency Procedures**

#### **19. Building Evacuation**

Hirers should make themselves familiar with the Village Hall's Building Evacuation Plan (**found on our website and vestibule notice board**) and appoint a "Responsible Person" to implement it in the event of a fire. All attendees should be informed where the fire doors are. Chairs, tables etc. should be sited so as not to block exit routes. Wheelchair or walking aid users should be made aware that the entrance door is the only suitable exit.

The Hirer shall call the Fire Brigade to any outbreak of fire, however slight, and report any fire as soon as possible to the Chair or Booking Secretary; numbers are on the **external notice board**.

#### **20. The maximum capacity**

The maximum safe capacity of the hall is 70 people, and seating capacity 50 people, at any one time.

*Thank you for your co-operation and enjoy your use of Lyddington Village Hall.*

*Lyddington Village Hall Trustees*