

ABBOTSLEY VILLAGE HALL

## **TERMS & CONDITIONS OF HIRE**

Owner: Abbotsley Village Hall

Registered charity number: 302626

Bookings 07821 652437 or email [abbotsleyhallbookings@gmail.com](mailto:abbotsleyhallbookings@gmail.com)

The following are the standard terms and conditions of the Hire Agreement and apply to the hiring of the Abbotsley Village Hall ("the Hall") and/or its surrounds and car park:

### **1 Use of the Hall**

- 1.1 The Hirer shall not use the Hall for any purpose other than that described in the Hire Agreement. It should also be noted that there is no TV license at the Hall and the Hirer must not use any form of licensable television receiving equipment on the premises, otherwise they risk criminal prosecution by the licensing authorities.
- 1.2 The Hall is licensed for entertainment from 10:00 am to 12:00 midnight. Notwithstanding the Hire Period the Hall and its surrounds and car park must in all circumstances be vacated by 12:30 am.
- 1.3 The Hirer shall ensure that any residents in the proximity of the Hall are not disturbed by noise, light, inappropriate behaviour or other nuisance particularly when arriving at or vacating the car park.
- 1.4 The Hirer is responsible for obtaining any licenses that may be required in addition to the entertainment license, such as gaming or the sale of alcohol. In such cases the Hirer will need to give a proper Temporary Event Notice to the relevant licensing authority before commencement of the Hire Period. The Hirer shall ensure compliance with all licenses applicable to the Hiring.
- 1.5 Smoking in the Hall and its surrounds and car park is not permitted, save for immediately adjacent to the bins which are provided either side of the front door.
- 1.6 Drunk and disorderly behaviour is not permitted in the Hall or its surrounds and car park. No illegal drugs or other substances prohibited by law may be brought into the Hall or onto its surrounds and car park. Alcohol shall not be served to any person suspected of being under the influence of alcohol or drugs or to any person suspected of being under the age of 18.
- 1.7 The Hirer shall ensure that no flammable substances, no internal decorations of a combustible nature, including candles (except birthday cake candles), and no unauthorised heating appliances (including portable Liquefied Propane Gas (LPG) heating appliances) are used in the Hall. No decorations are to be put up near light fittings or heaters or fixed to the walls. (Sticky backed tape, Blu Tack and drawing pins must NOT be used in the hall, as it causes damage to the paintwork and could result in an excess charge being made for any reparations that are required)
- 1.8 Fireworks are not permitted either inside the Hall or in its surrounds and car park.

- 1.9 The Hirer shall be aware of and comply with all relevant food health and hygiene legislation and regulations.
- 1.10 The Hirer shall not sub-let the Hall.
- 1.11 The Hirer shall ensure that no alterations or additions are made to the Hall nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the Hall without prior written approval of the Booking Secretary.
- 1.12 The Hirer shall ensure that no more than 100 people standing or 80 people sitting attend the function, without specific approval from the Booking Secretary.

## **2 Supervision**

- 2.1 The Hirer, not being a person under 18 years of age, is responsible for the care of the Hall, the fabric, its contents, car parking arrangements and for carrying out all exit checks as outlined on the checklist when the premises are ready to be vacated.
- 2.2 The Hirer is responsible for the behaviour of all persons using the Hall, its surrounds and car park.
- 2.3 The Hirer shall notify the Booking Secretary of any damage, however material (including accidental damage) to the Hall, its fixtures, fittings or contents (including to the surrounds and car park and all fences, gates and walls) or the loss of any contents whether caused during the Hire Period or not.
- 2.4 The Hirer must report all accidents involving injury to the function attendees, to the Booking Secretary as soon as reasonably possible after the occurrence.
- 2.5 The Hirer shall ensure that any electrical appliances used on the premises shall be safe, in good working order, and used in a safe manner in accordance with current regulations. The committee accepts no liability arising from any electrical apparatus or equipment brought onto the premises by hirers.
- 2.6 As directed by the Booking Secretary, the Hirer shall be responsible for and make good and/or pay for the cost of rectifying all damage (including accidental damage) caused to the Hall, its fixtures, fittings and contents (including to the surrounds and car park and all fences, gates and walls) and for any loss of contents.

## **3 Means of Escape**

- 3.1 The Hirer must familiarise themselves with the layout of the Hall, location of fire extinguishers and exits and to make sure they are all are fully functional and that all those attending the Hall during the Hire Period are aware of the means of egress in the event of an emergency. Copies of this are posted on all the Village Hall notice boards.
- 3.2 All green exit routes from the Hall must be kept free from obstruction and immediately available for instant unimpeded public exit. The pink route must also be made available as above, if there are more than 100 people occupying the premises. The blue route goes through the kitchen and out through the rear kitchen door, as an additional emergency exit option.

## **4 Cancellation**

- 4.1 The Hall Trustees reserve the right to cancel this Hire Agreement forthwith by written notice to the Hirer in the event of:
1. the Hall being required for use as a Polling Station for a Parliamentary or Local Government election, by-election or referendum;
  2. the Trustees reasonably considering that the hiring will lead to a breach of licensing conditions or other legal or statutory requirements, or any other unlawful or unsuitable activities taking place at the Hall or on its surrounds and car park;
  3. the Hall in the reasonable opinion of the Trustees becoming unfit for the use intended by the Hirer;
  4. the Trustees reasonably requiring the use of the Hall as a shelter for the victims of an emergency or disaster;

Except in the case of clause 4.1.2, the Hirer shall be entitled to a refund of any unused Hire Fee and/or Deposit already paid, but the Trustees shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever, including alternative hire charges.

- 4.2 If the Hirer wishes to cancel the booking before an event taking place, the following hire charge will apply, based on the notice of cancellation received:
- Less than 1 weeks' notice, before the event – 50% of the Hire Fee.

## **5 End of Hire**

- 5.1 The Hirer shall be responsible for leaving the Hall, its surrounds and car park in a clean and tidy condition, locked and secured, and any contents temporarily removed from their initial positions returned. The Hirer should refer to the exit checklist as a guide to the checks that must be completed as the premises are being vacated. The Trustees shall be entitled to make a reasonable reimbursement charge, in relation to any breach by the Hirer of this clause 5.1.
- 5.2 The Trustees accept no responsibility for any stored equipment or other property brought on to or left at the Hall, and all liability for loss or damage is hereby excluded. The Hire Agreement constitutes permission to use the Hall, its surrounds and car park only during the Hire Period and confers no tenancy or other right of occupation on the Hirer.

## **6 Events involving children and vulnerable adults**

- 6.1 If the Hirer (except parents and guardians) organises events for children under the age of 16 and/or vulnerable adults, the Hirer must comply fully with current safeguarding regulations, for example having the appropriate DBS checks. For more information, please check the following link: <https://www.gov.uk/disclosure-barring-service-check/overview>
- 6.2 Groups and individuals hiring the Hall agree to abide by the Safeguarding Policy. It is the Hirer's sole responsibility to implement their own safeguarding arrangements and to ensure the safety of all, but especially children, young people and vulnerable adults.

## **7 Liability**

- 7.1 The Hirer shall be liable for and indemnify the Trustees in respect of:
1. the cost of repair of any damage (whether accidental, malicious or howsoever caused) occurring during the hire period to any part of the Hall, including to the surrounds, car park and all fences, gates and walls;
  2. all claims, losses, damages and costs made by a third party against or incurred by the Trustees, its officers, volunteers, agents or invitees in respect of damage to or loss of property, or to injury to persons arising out of the use and hire of the Hall, its surrounds and car park (including the storage of equipment) by the Hirer;

## **8 Insurance**

The Hall Trustees are responsible for taking out and maintaining, as it considers appropriate, such buildings and contents insurance for the hall and all its contents stored in the Hall and for any third-party liability.

## **9 Miscellaneous**

- 9.1 This Hire Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.
- 9.2 Each party irrevocably agrees that the English courts shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Hire Agreement or its subject matter or formation (including non-contractual disputes or claims). A person who is not a party to this Hire Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Hire Agreement.

## **10 Cleanliness, Hygiene and Waste Disposal**

- 10.1 The Hirer must always comply with the latest government legal requirements, regarding such things as Covid-19 restrictions, etc.
- 10.2 The Hall will have been cleaned before the Hirer's arrival. On leaving, you, the Hirer, are responsible for cleaning the kitchen, door handles, and if necessary, the tables and chairs, using the products supplied.
- 10.3 It is recommended that the Hall is kept well ventilated throughout the event or activity.
- 10.4 The Hirer shall dispose of all rubbish created into the appropriate waste and recycling bins outside the back kitchen door. If food and drink are served, the Hirer is responsible for thoroughly washing all crockery and cutlery that has been used and ensuring it is returned to the storage cupboards ready for re-use.