



# User Terms and Conditions

## General policies

### **Hirers of the hall facilities are responsible for –**

Ensuring that legal requirements are complied with, for example compliance with alcohol licensing requirements or any other legal requirements.

Ensuring the facility is hired for a period adequate for setting up and event and closing down and cleaning up.

Ensuring the facility is left in a clean and tidy condition, in summary leaving the facility as they find it.

Minimising disruption and nuisance to the neighbours of the village hall facility, particularly in relation to late evening events.

Using the facility strictly for the purpose of the agreed hire.

Ensuring the facility is left secure and locked after use.

Confining the event to areas of the village hall hired and no other, even if accessible.

Providing a deposit that upon agreement after the event will be returned.

### **Horton and Chalbury Village Hall will make all reasonable efforts to –**

Ensure the facility is available as agreed at the times agreed.

For ad-hoc users ensure that the hirer is met, and the facility explained to the hirer.

Ensure the facility is in a clean and in a usable condition.

Any additional equipment provided is in good working condition.

### **The Hall Administrator**

Working on behalf of the HCVH Management Committee the hall administrator is the main point of contact for bookings in the facility.

On a day to basis the hall administrator will manage bookings and key access for hall hirers and shall approve or decline booking requests as appropriate.

## **Standard conditions of hire**

These standard conditions apply to all hiring of the Horton and Chalbury Village Hall. If the Hirer is in any doubt as to the meaning of the following, HCVH Hall Administrator should immediately be consulted.

### **1. Age**

The Hirer (or a suitably appointed person by the hirer), not being a person under 18 years of age (25 if the hire is for a party with music and/or alcohol), 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.

### **2. 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 Hall Treasurer, 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.

The Hirer (or a suitably appointed person by the hirer), shall ensure that they remain contactable by any HCVH representative during the hire.

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

The Hirer shall not use the premises (including the car park) 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 or unsuitable 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.

### **4. Insurance and indemnity**

The insurance certificate and policy details are available on the noticeboard in the hall or on the website ([hortonandchalburyvillagehall.com](http://hortonandchalburyvillagehall.com))

(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 management committee, 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 management committee, 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 management committee and the Village Hall's 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 management committee 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 Hall Administrator. Failure to produce such policy and evidence of cover will render the hiring void and enable the Hall Administrator to rehire the premises to another Hirer. The Village Hall is insured against any claims arising out of its **own** negligence.

## **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. Music Copyright licensing**

HCVH holds TheMusicLicence for community buildings under the Performing Right Society (PRS) and the Phonographic Performance Licence (PPL), it is the hirer's responsibility to ensure that any activity is covered by this licence. More information is available on the PPLPRS website. (<https://pplprs.co.uk/>)

## **7. Film**

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.

## **8. Childcare Act 2006**

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable Groups Act 2006 and only fit and proper persons who have passed the appropriate Criminal Records Bureau checks should 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 DBS check and Child Protection Policy upon request.

## 9. Public safety compliance

(a) The Hirer acknowledges that they have received instruction in the following matters:

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
- Escape routes and the need to keep them clear.
- Method of operation of escape door fastenings.
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
- Location of the first aid box.

(b) In advance of any activity whether regulated entertainment or not the Hirer shall check the following items:

- That all fire exits are unlocked and panic bolts in good working order.
- That all escape routes are free of obstruction and can be safely used for instant free public exit
- That any fire doors are not wedged open.
- That exit signs are illuminated.
- That there are no obvious fire hazards on the premises.

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and the 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.

If alcohol is to be sold a Temporary Event Notice (TEN) will be required and can be applied for from Dorset Council (<https://www.dorsetcouncil.gov.uk/business-consumers-licences/licences-and-permits/event-licences/apply-for-a-temporary-event-notice-ten-in-east-dorset>) The hirer shall be responsible for any fees that may be payable. A copy of the TEN shall be provided to the Hall Administrator 7 days prior to the commencement of the hire.

If an event or bar provider is engaged, a copy of their licence should be provided to the Hall Administrator 7 days prior to the commencement of the hire.

The Hirer shall also comply with the hall's health and safety policy. A copy of this can be found on the wall in the lobby.

The Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to the Hall Administrator.

## **10. 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.

During music of any kind, all external doors and windows must be **kept closed after 8pm** and all music must **stop by 11pm** (10.30 on a Sunday) in compliance with the Premises Licence for the hall, a copy of this can be found here on the website ([hortonandchalburyvillagehall.com](http://hortonandchalburyvillagehall.com)) and on the notice board within the hall.

The doors are monitored by the management committee, and should the doors be opened after 8pm the management committee reserves the right to turn off the music and/or ask the hirer and guests to leave the premises.

Music performed by a DJ or band is controlled by an automatic sound monitor which cuts electricity if the sound is too loud.

**NO MUSIC IS TO BE PLAYED OUTSIDE WITHOUT THE PRIOR CONSENT OF THE MANAGEMENT COMMITTEE**

**NO PA EQUIPMENT IS TO BE USED OUTSIDE WITHOUT THE PRIOR CONSENT OF THE MANAGEMENT COMMITTEE**

## **11. 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. No illegal drugs may be brought onto the premises. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. 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 in accordance with the Licensing Act 2003.

## **12. 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. The premises are provided with a refrigerator.

## **13. 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.

## **14. Stored equipment**

(a) 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. This may result in the village hall management committee 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.

(b) 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 management committee 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.

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.

## **15. 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. The Hirer shall ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner (in the bins provided), so as not to cause a fire.

## **16. Accidents and dangerous occurrences**

Any failure of equipment belonging to the village hall must be reported **as soon as** possible. The Hirer must report all accidents involving injury to the public to a member of the village hall management committee **as soon as** possible and complete the relevant section in the village hall's accident book. Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. The Hall Administrator will give assistance in completing this form and can provide contact details of the Incident Contact Centre. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

## **17. Explosives and flammable substances**

The hirer shall ensure that:

- (a) Highly flammable substances are not brought into, or used in any part of the premises and that
- (b) 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.

## **19. 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.

## **20. 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.

## **21. 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.

## **21. 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.

## **22. Cancellation**

Cancellations must be made in writing (by email or post) and are subject to the following cancellation fees:

½ hire fee, if cancellation occurs within a month of the hire date (3 months for a wedding)

Full hire fee, if cancellation occurs within 1 week of the hire date (1 month for a wedding)

HCVH reserves the right to cancel a 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 management committee 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 and hire fee already paid, but the Village Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages 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.

## **24. 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 Management Committee. 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.

#### **25. No smoke or misting machines**

Devices designed to produce smoke or mist are not permitted as these machines will trigger a fire alarm.

#### **26. Inflatables**

Inflatables must be of height that will not damage the hall lighting. Self-contained generator inflation units are not permitted, electrically powered units are permitted providing they meet electrical safety standards.

#### **27. Indoor fireworks**

Indoor fireworks are not permitted due to the fire risk presented.

#### **29. No rights**

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

(March 2023)