# Leafield Village Hall

'Run by the village, for the village'

## **Terms and Conditions of Hire**

Hire Agreements of Leafield Village Hall are subject to these Standard Conditions of Hire. All references to the Village Hall Management Committee in these terms and conditions are designated by the abbreviation VHMC.

## 1. Undertaking of the Hirer

**The Hirer undertakes** to ensure he/she has an understanding of any Hall Terms and Conditions for the time being in force.

### 2. Supervision by the Hirer

**The Hirer undertakes** to be present or arrange for sufficient competent representatives to be present throughout the Hiring to ensure the provisions and stipulations contained, or referred to in the Hall Conditions and any applicable licences are complied with.

#### 3. Fire

**The Hirer must** note the position of all fire alarm points, extinguishers and fire exits on arrival. Fire Exits must not be obstructed or locked. **This building is a non-smoking building** and it is the responsibility of the hirer to ensure that this rule is adhered to.

## 4. Responsibility of the Hirer

The Hirer shall be responsible during the period of hire for

- a) Ensuring that the number of people using the Hall does not exceed 250 for dancing or 125 seated (restaurant style)
- b) Supervision of the premises fabric and contents including their care and safety from any damage or change of any sort.
- Ensuring that the purpose and conduct of the hire does not disrupt the use of any other room hired by others.
- d) Ensuring that everything is left clean and tidy with rubbish removed at the end of the hire. Rubbish must be placed in the Green Wheelie Bin. If this is full all rubbish must be removed from the site of the Village Hall and playing fields. The Hall does not have recycling facilities and we would appreciate if all recyclable materials, e.g. bottles, paper etc. were removed and recycled by the hirer.
- e) Ensuring that at the end of the period of hire all equipment chairs and tables have been returned to storage positions tidily; that the premises are cleared of people; that all lights are switched off; that the thermostat turned down to 12° as indicated; that the building is secured by use of the keys supplied except for any facilities or room or public area in use by another continuing hire.
- f) The reasonable and lawful 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 or access road. Access for emergency vehicles must be maintained at all times.
- g) Ensuring that no excessive noise occurs particularly late at night or early morning with a minimum of noise being made by any person on arrival or departure.

## Terms and Conditions of Hire (cont.)

### 4. Responsibility of the Hirer (cont.)

- h) Ensuring that no animals (including birds) except guide dogs are brought into the building without written permission of the VHMC.
- i) Ensuring that NO animals whatsoever enter the kitchen at any time.
- j) Ensuring that any electrical appliances brought onto the premises and used thereon shall be certified safe and in good working order and used in a safe manner using residual current circuit breakers where appropriate.
- k) Ensuring that no LPG appliances or highly flammable substances are brought onto the premises.

# 5. Use of Premises The Hirer shall not

- a) Sub- hire or use the premises for any purpose other than that described in the hiring agreement.
- b) Use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way.
- c) Do anything or bring onto the premises anything which may endanger the premises or render invalid any insurance policies in respect thereof.
- d) Allow the use of drugs on the premises or allow smoking in the building.

# 6. Authority required by the Premises Licence to supply alcohol or to provide public entertainment

Under no circumstances may alcohol be supplied or consumed on the premises without the specific written authority of the VHMC under their Premises Licence. The VHMC may require the Hirer to be responsible for obtaining their own Temporary Event Licence, but no Hirer may seek such a licence without the consent of the VHMC.

The permitted hours under the Premises Licence are:

	Music & Dance	Sale of Alcohol
Monday to Friday	09:00 to 01:00	09:00 to 23:00
Saturday	09:00 to 24:00	09:00 to 23:00
Sunday	09:00 to 22:30	09:00 to 22:30

#### 7. Compliance with The Children Act of 1989

**The Hirer shall** ensure that any activities for children under eight years of age comply with the provisions of The Children Act of I989 and that only fit and proper persons have access to the children.

## Terms and Conditions of Hire (cont.)

## 8. Compliance with other relevant legislation

The Hirer shall ensure that all users

- a) Do not contravene the law relating to gaming betting and lotteries
- b) Comply with all conditions and regulations required by the Premises Licensing Act particularly in connection with events which include public dancing or music or stage plays or films or similar entertainment taking place at the premises. A breach of this condition may lead to prosecution by the local authority.

### 9. Indemnity

**The Hirer shall** indemnify and keep indemnified each member of the VHMC and the Village Hall's employees volunteers agents and invitees against but not limited to

- a) The cost of repair of any damage done to any part of the premises including the area immediately outside the circumference of the premises or the contents of the premises.
- b) Against all actions claims and costs of proceedings arising from any breach of the Hall Conditions.
- c) All claims in respect of damages including damage for 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 as directed by the VHMC.

#### 10. Damage

**The Hirer shall** make good or pay for all damage including accidental damage to the premises or the fixtures fittings or the contents including loss of contents. All internal decorations should be fixed to the walls with "blu-tak" only. No "selotape" nails or staples are to be used. *Please be mindful of any fire hazard and health and safety regulations*.

#### 10. Insurance

The Hirer is responsible for arranging insurance cover.

The Village Hall is insured against any claims arising out of its own negligence and its public liability cover extends to cover non profit making i.e. non-commercial hirers. Any 3<sup>rd</sup> party service providers involved in the Hirers event must hold appropriate public liability insurance valid at the time of Hall use.

#### 11. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to an authorised representative of the VHMC as soon as possible and complete the relevant section in the Village Hall's Accident Book. Any failure of equipment either belonging to the Village Hall or brought in by the Hirer must also be reported as soon as possible.

## Terms and Conditions of Hire (cont.)

#### 12. Stored Equipment

The VHMC accepts no responsibility for any stored equipment or other property brought onto or left at the premises and all liability for loss or damage is hereby excluded. All equipment and other property other than that stored on the premises by agreement must be removed at the end of each hiring or storage period. The VHMC may at its discretion dispose of any such items 7 days thereafter by sale or otherwise on such terms and conditions as it thinks fit and charge the Hirer daily storage fees and costs incurred in storing and selling or otherwise disposing of the same.

#### 13. Premises

**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 VHMC. Any alteration fixture, fitting or attachment so approved shall at the discretion of the VHMC remain in the premises at the end of the hiring and become the property of the VHMC or must be removed by the Hirer. The Hirer must make good to the satisfaction of the VHMC any damage caused to the premises by such removal.

### 14. Cancellation by the Hirer

**If the Hirer** cancels the booking within 28 days prior to the hiring the VHMC reserve the right to make the following charges

Within 7 days = 100% of the total booking fee Within 14 days = 50% of total booking fee Within 28 days = full refund given but deposit retained

#### 15. Cancellation by the VHMC

**The VHMC reserves** the right to cancel a 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 by-election or referendum or if the VHMC reasonably consider that

- such hiring may lead to a breach of the licensing conditions or other legal or statutory requirements or
- unlawful or unsuitable activities may take place at the premises as a result of the hiring or
- the premises have become unfit for the use intended by the Hirer

In any such case the Hirer shall be entitled to a refund of any deposit or hire fees already paid but the VHMC shall not be liable for any resulting direct or indirect loss or damages whatsoever.

#### For All Enquiries:-

email leafieldvillagehall@yahoo.co.uk or telephone 07964 059666