

CHARLTON HORETHORNE VILLAGE HALL

REGISTERED CHARITY NUMBER 304509

STANDARD CONDITIONS OF HIRE

For the purpose of these Conditions, the following terms shall mean:

<i>HALL:</i>	Charlton Horethorne Village Hall
<i>HIRER:</i>	Person over 18 years of age responsible for booking the <i>HALL</i> and accepting these conditions. Where the <i>HIRER</i> is an organisation, the authorised representative of that organisation.
<i>COMMITTEE:</i>	All Trustees of the <i>HALL</i> .
<i>SECRETARY:</i>	Person as appointed by the <i>COMMITTEE</i> as Booking Secretary

If the *HIRER* is in any doubt as to the meaning of any of these Conditions, the *SECRETARY* should be consulted immediately.

1. The *HIRER* shall be present at the *HALL* throughout the hiring period.
2. The *HIRER* shall, during the hiring period, be responsible for supervision of the *HALL*, 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 *HALL* whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway.
3. The *HIRER* shall abide by NO SMOKING legislation.
4. The *HIRER* shall not use the *HALL* for any purpose other than that described in the Hiring Agreement and shall not sub-hire, sublet or use the *HALL* or allow the *HALL* to be used for any unlawful purpose or in any unlawful way, nor do anything or bring on to the *HALL* anything which may endanger the same or render invalid any insurance policies in respect thereof.
5. The *HALL* has a Premises Licence which is on display in the Main Entrance Foyer. The *HIRER* shall be responsible for obtaining such other licences as may be required for their event and, if necessary, submitting a Temporary Event Notice to the appropriate licensing authority and police constabulary. The Booking Secretary can provide such information as is required.
See also Clause 7. of the Schedule of Special Conditions.
6. The *HIRER* shall ensure that nothing is done on or in relation to the *HALL* in contravention of the Gambling Act 2005 or any amending, consolidating or new legislation relating to gambling.
7. The *HIRER* shall comply with all conditions and regulations made in respect of the *HALL* by the Fire Authority or Local Authority, particularly in connection with any event which includes dancing or music or other similar regulated entertainment or stage plays.
8. The *HALL'S* Regulations restrict the maximum number of people in the *HALL* to 100 (seated at tables); 110 (dancing, with seating provided); 180 (seated audience)
9. The *HIRER* shall, if preparing, serving or selling food, observe all relevant food, health and hygiene legislation and regulations.
10. The *HIRER* shall ensure that if the kitchen and bar areas and their utensils are used, that these areas are left thoroughly clean to satisfy public health requirements

11. The *HIRER* shall ensure that any electrical appliances brought to the *HALL* by the *HIRER* and used there shall be safe and in good working order, and used in a safe manner.
12. The *HIRER* shall indemnify the *COMMITTEE* for the cost of repair of any damage done to any part of the *HALL*, which may occur during the period of the hiring as a result of the hiring.
13. The *HIRER* will be responsible for all loss or damage to the property at the *HALL* or brought onto the *HALL*, and for any injury to persons, animals and things caused by or in consequence of any act or omission on the part of the *HIRER*, its agents or servants and for any loss or damage caused by a nuisance to include but not exclusively noise and any other loss or damage caused or contributed to in the cause of or as a result of the period of hiring what so ever and shall indemnify the *COMMITTEE* in respect of any such loss, damage or injury.
14. If the *HIRER* wishes to cancel the booking less than four (4) weeks before the date of the event and the *COMMITTEE* is unable to conclude a replacement booking, the question of payment or the repayment of the hire fee shall be at the discretion of the *COMMITTEE*.
15. The *HIRER* shall ensure that the minimum of noise is made on arrival and departure.
16. The *HIRER* shall ensure that no dogs except guide dogs are brought into the *HALL*.
17. At the end of the hiring, the *HIRER* shall be responsible for leaving the *HALL* and surrounds 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 *COMMITTEE* shall be at liberty to make an additional charge.
18. The *COMMITTEE* reserves the right to cancel this hiring in the event of the *HALL* being required for use as a Polling Station for a Parliamentary or Local Government election or by-election, in which case the *HIRER* shall be entitled to a refund of any deposit already paid.
19. In the event of the *HALL* or any part thereof being rendered unfit for the use for which it has been hired, the *COMMITTEE* shall not be liable to the *HIRER* for any resulting loss or damage whatsoever.
20. The *HIRER* shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act 2004 or any amending, consolidating or new relevant legislation and that only fit and proper persons have access to the children. Any activity for children of any age up to 16 years will necessitate the *HIRER* making themselves aware of and abiding by the Child Protection Policy adopted by the *COMMITTEE*.

SCHEDULE OF SPECIAL CONDITIONS

1. PAYMENT FOR THE HIRE
 - 1.1. The submission of a Hiring Agreement to the *SECRETARY* must be accompanied by a hire deposit. This deposit is non-returnable, except where the hirer gives a minimum of four (4) weeks notice of cancellation of the hire to the *SECRETARY*. The hire deposit payable shall be 25% of the hire fee.
 - 1.2. The balance of the hire fee is payable at least two (2) weeks prior to the date of the hire, and is non-returnable if the hirer subsequently wishes to cancel the booking.
 - 1.3. In addition to the hire fee and hire deposit a bond of £100.00, must be paid to the *SECRETARY*, no less than 14 days prior to the date of the hire or in the case of block bookings no less than 14 days prior to the first date booked. The *SECRETARY* shall issue a receipt to the *HIRER* for the amount received.
 - 1.4. The bond where paid less the cost of rectifying any damage referred to in standard conditions 12 and 13 and/or the cost of exceptional cleaning or clearing up will be repaid to the *HIRER* within 28 days of the termination of the period of hire.
 - 1.5. Payment by cheque, guaranteed by a cheque card, is preferred to payment in cash. Cheques should be made payable to "Charlton Horethorne Village Hall".

1.6. The *COMMITTEE* reserves the right to cancel the Hiring Agreement if the *HIRER* fails to observe any of the conditions relating to payment, or if any cheque or similar instrument comprising the payment fails to be honoured by the party on which it is drawn.

2. HIRE PERIOD

2.1. The hiring period shall be between the times specified in the Hiring Agreement (the specified period).

2.2. The *HIRER* should include time required for preparation and clearing up in establishing the total period of hire.

2.3. The *HIRER* is responsible for making sure that the *HALL* is not left unattended and unsecured at any time during, or at the end of the hire period.

2.4. Adequate time should be allowed at the end of events to ensure that the *HALL* may be vacated at or before the end of the hire period.

2.5. Any additional time outside the specified period required for preparation and/or clearing up shall only be permitted with the confirmation of the *SECRETARY* and may be subject to an additional charge calculated on a pro rata basis at the hiring rate and such additional charge shall be deducted from any deposit held by the Committee.

3. INSURANCE

3.1. The *HIRER'S* equipment and personal belongings brought into the *HALL* are not covered by the *HALL'S* insurance. It is the responsibility of the *HIRER* to bring this to the attention of their invitees to the *HALL*.

3.2. It is the responsibility of the *HIRER* to arrange adequate Public Liability Insurance cover to indemnify them and the Village Hall Committee for their liability for death, bodily injury or damage to property arising out of their hiring of the Premises.
The Hirer will, on request, provide the insurance policy or other suitable evidence of cover, together with the receipt for the payment of the premium.

4. NOISE

4.1. Any noise generated shall not be so loud as to be a public, private or statutory nuisance.

4.2. The Local Authority imposes conditions on the level of noise emanating from the site, so as to limit the inconvenience to adjoining residential properties. To enable these conditions to be observed the *HIRER* must ensure that those attending the function keep noise on arrival and departure to a minimum.

4.3. Whenever music is being played or amplification equipment is being used, all external doors are to be kept closed and windows are to be opened the minimum amount consistent with providing adequate ventilation. The sound should always be unobtrusive when standing outside the hall.

4.4. If the Village Hall's sound system is to be used then the *HIRER* is responsible for receiving instruction and collecting the key to the sound system. The *HIRER* must also ensure the volume of the speakers is kept to reasonable levels up to 10:30pm and at low levels after that time.

5. EMERGENCIES

5.1. The *HIRER* and/or other responsible persons present should be conversant with the location of first aid and fire fighting equipment and the procedures for emergency evacuation of the *HALL* (which are clearly displayed at several points within the *HALL*). Such persons should do their best to ensure a complete, safe and orderly evacuation in the event of emergency.

6. PARKING

6.1. The *HIRER* is responsible for supervision of car-parking arrangements so as to avoid obstruction of the highway and for ensuring that vehicles are parked orderly and lawfully and do not obstruct any other areas within the vicinity of the *HALL* or inconvenience residents in adjoining properties or other road users.

7. SALE OF ALCOHOL

7.1 The Premises Licence for the *HALL* includes the sale and/or consumption of alcohol and hiring of the Premises can, at the discretion of the *COMMITTEE*, be included under this Licence. However, it is *COMMITTEE* policy not to grant such permission in the event of hiring the premises for young persons' birthday parties or wedding receptions. In those circumstances, and any other where permission is not granted, the *HIRER* is required to submit a Temporary Event Notice to the appropriate licensing authority. The Temporary Event Notice shall also include permission for regulated entertainment.

Any *HIRER* allowing the sale and/or consumption of alcohol must comply with the Licensing Act 2003 and note the requirements of Clause 7.2. Appendix 1 is required to be completed for inclusion in the Hiring Agreement.

7.2 The *HIRER* shall ensure that, to avoid disturbance to the neighbours of 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 the immediate vicinity. Alcohol shall not be served to any person suspected of being under the age of 18. It is necessary to check the age and identity of anyone suspected of being under the age of 21. Care should be taken to ensure that alcohol is not purchased by anyone over the age of 21 for consumption by another person under the age of 18 and, where necessary, photographic evidence will be required.

Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be required to leave the premises. No illegal drugs may be brought onto the premises.

7.3 In addition to Clause 5.1 above, the *HIRER* must make a public announcement drawing attention to emergency lighting and the escape routes before the commencement of their event.

8. SUNDRY ITEMS

8.1. All users of the *HALL* are responsible for safeguarding their own personal effects or other property and all such items brought into the *HALL* shall be placed and/or used there entirely at the owner's risk. This also includes any vehicles parked in the vicinity of the *HALL*.

8.2. Posters, handbills and the like which advertise future events may not be affixed by the hirer to any part of the *COMMITTEE'S* property without prior permission. Arrangements may however be made with the *SECRETARY* for their display, subject to suitable space being available.

8.3. All equipment, goods or appliances and decorations brought to the *HALL* for use during the period of hire shall be removed at the end of that period, unless prior arrangements to the contrary have been made with the *COMMITTEE*.

8.4. All refuse resulting from the hire shall be placed inside the appropriate receptacle situated outside the building or shall be removed from the *HALL*.

8.5. The *COMMITTEE* reserves the right to refuse any application for hire without stating its reasons for doing so.

8.6. The *COMMITTEE* reserves the right to cancel the Hiring Agreement at any time, or to prohibit the continuance of an event, if it considers that the *HIRER* has failed to comply with any of the Conditions of Hire, or that continuance of the event is undesirable. In such circumstances the *HIRER* shall forfeit the whole of the fees paid for the hire, and the *COMMITTEE* shall not be liable for any payment in respect of any actual or presumed loss of profit or for any other cause.

8.7. Members of the *COMMITTEE*, or persons authorised by them, shall have the right of free and unimpeded entry to the *HALL* at all times,

8.8. The *HIRER* shall report immediately, or by 10 am on the day following an evening function, any damage that is sustained to the *HALL* or its contents during the period of the hire to a member of *COMMITTEE*.

9. ALTERATIONS TO CONDITIONS

9.1. The *COMMITTEE* reserves the right to make alterations to any of the Conditions of Hire from time to time and at its own discretion.

9.2. The *COMMITTEE* may give two (2) days notice if it believes the hiring to a particular *HIRER* is not in the best interests of the *COMMITTEE*. The return of any deposit paid by the *HIRER* will be the limit of any financial recompense.

APPENDIX 1.

**APPLICATION FOR A LICENSED BAR TO BE PROVIDED AT AN
EVENT AT CHARLTON HORETHORNE VILLAGE HALL**

I hereby apply to Charlton Horethorne Village Hall Management Committee for authorisation of the sale of alcohol under The Legislative Reform (Supervision of Alcohol Sales in Church and Village Halls) Order 2009 as detailed below and agree to the £15.00 fee:

Date(s)

Time

Description of Event

Persons to be authorised to sell alcohol in accordance with the Licensing Act 2003

Location: Main Hall

 Stage Room

 Bar

 Kitchen

Signed by the person named in Clause 1. of the Hiring Agreement (duly authorised on behalf of the organisation named in Clause 1., where applicable):

Name

Signature

We hereby agree to authorise the persons named above to sell alcohol at the event described above on the date(s), at the time(s) and in the location(s) specified above.

Signed on behalf of the Village Hall Management Committee:

Signature:

Position Held:

Date: