

# CHARLTON HORETHORNE VILLAGE HALL

REGISTERED CHARITY NUMBER 304509

## CONDITIONS OF HIRE

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

**HALL:** Charlton Horethorne Village Hall

**HIRER:** Person over 18 years of age responsible for booking the *HALL* and accepting these conditions. Where the *HIRER* is an organisation, the authorised representative of that organisation.

**COMMITTEE:** All Trustees of the *HALL*.

**SECRETARY:** Person as appointed by the *COMMITTEE* 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.

### STANDARD CONDITIONS

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*, including proper supervision of car parking arrangements so as to avoid obstruction of the highway, neighbouring drives and footpath. The *HIRER* is responsible for making sure the *HALL* is not left unattended and unsecured at any time during or at the end of the hire period.
3. The *HIRER* shall abide by NO SMOKING legislation. In addition, vaping is not permitted inside the *HALL*.
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 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 Hall. The *HIRER* is to ensure the conditions of the Premises Licence are met. 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 *SECRETARY* can provide such information as is required. See also Clause 7. of the Schedule of Special Conditions (Sale of Alcohol).
6. The *HIRER* shall ensure that nothing is done in 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 *HIRER* is to make him/herself aware of the Accident Procedures and the Fire Evacuation Procedures (displayed on the noticeboard) on arrival at the *HALL*. The *HIRER* must make a public announcement drawing attention to emergency lighting and the escape routes before the commencement of their event.
9. The *HALL*'s Regulations restrict the maximum number of people in the *HALL* to between 110 and 180 depending on the size of the stage set-up (110 – large stage; 180 - no stage).
10. The *HIRER* shall, if preparing, serving or selling food, observe all relevant food, health and hygiene legislation and regulations.
11. The *HIRER* shall ensure that if the kitchen and bar areas and their utensils are used, that these areas and utensils are left thoroughly clean to satisfy public health requirements.
12. The *HIRER* shall ensure that any electrical appliances brought to the *HALL* by the *HIRER* and used there shall be safe, in good working order and used in a safe manner.
13. 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.
14. 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 whatsoever and shall indemnify the *COMMITTEE* in respect of any such loss, damage or injury.
15. 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*.
  16. The *HIRER* shall ensure that the minimum of noise is made on arrival and departure.
  17. The *HIRER* shall ensure that no dogs except assistance dogs are brought into the *HALL*.
  18. At the end of the hiring, in accordance with the 'exit instructions' at the entrance, the *HIRER* shall be responsible for leaving the *HALL* and surrounds in a clean and tidy condition, properly locked and secured (including all windows) unless directed otherwise, and any contents or equipment temporarily removed from their usual positions (including tables and chairs) properly replaced and safely stored, otherwise the *COMMITTEE* shall be at liberty to make an additional charge. Any equipment defects are to be logged by the *HIRER* in the Defects Log in the Bar. The *HIRER* shall report immediately, or by 10am 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*. Damages should also be entered in the Defects Log.
  19. The *COMMITTEE* reserves the right to cancel any 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 or fee already paid.
  20. 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.
  21. If a *HIRER*'s activity involves working with children (under 18) or vulnerable adults, it is the *HIRER*'s responsibility to ensure that only fit and proper persons have access to the children and vulnerable adults, and that they remain safe. The *HIRER* must assess whether their staff or volunteers need to undertake appropriate Disclosure and Barring Service (DBS) checks. Further, it is the *HIRER*'s responsibility to ensure they have appropriate safeguarding policies and processes in place to ensure the children and vulnerable adults remain safe. All *HIRER*s are to make themselves aware of and abide by the *COMMITTEE*'s Safeguarding Policy which is displayed on the *HALL* noticeboard.
  22. The *HALL* does not have a TV Licence, so no one is permitted to watch or record live TV programmes on any channel or device, or to download or watch BBC programmes on iPlayer while in the *HALL*.

## **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 14 days 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, the *COMMITTEE* may also ask the *HIRER* for a bond of £100, which 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 13 and 14 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, or by BACS transfer 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. 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.
- 2.4. 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 added to the overall hire charge or deducted from any bond 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 *COMMITTEE* for their liability for death, bodily injury or damage to property arising out of their hiring of the Premises. Bouncy Castles are permitted in the *HALL* but their use is entirely at the *HIRER*'s risk and the *HIRER* is responsible for ensuring there is adequate Public Liability Insurance in place; the *COMMITTEE* accepts no liability whatsoever. 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. *HIRERs* considering using a Bouncy Castle should note that the wooden crossbeams are 2.75m (9') above the floor.

### 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.
- 5.2. Any accidents which occur during the period of the hiring are to be logged by the *HIRER* in the Accident Record Book, held in the Bar.

### 6. **PARKING**

- 6.1. The *HIRER* is responsible for supervision of car-parking arrangements so as to avoid obstruction of the highway and the footpath, 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 or pedestrians.

### 7. **SALE AND/OR CONSUMPTION 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 where alcohol is to be sold. 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.
- 7.2. Any *HIRER* allowing the sale and/or consumption of alcohol must comply with the Licensing Act 2003, the requirements of Clauses 7.3 and 7.4 below, and the conditions of Premises Licence on the noticeboard. In addition, Appendix 1 (Application for a Licensed Bar) is required to be completed for inclusion in the Hiring Agreement for any event at which alcohol is sold.

- 7.3. 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 purchased or consumed by any person under the age of 18 or suspected of being under the age of 18<sup>1</sup>. It is the responsibility of the *HIRER* (or person duly authorised by the *HIRER* – see App 1) to check the age and identity of anyone suspected of being under the age of 25; photographic evidence will be required and only passports, driving licences and cards bearing the Proof of Ages Standards Scheme (PASS) Hologram should be accepted. Care should be taken to ensure that alcohol is not acquired or purchased by anyone over the age of 18 for consumption by another person under the age of 18. In accordance with the Premises Licence, no alcohol is to be sold after 11.00pm. Extensions on New Year’s Eve may be negotiated with the *SECRETARY*.
- 7.4. 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.

## 8. WI-FI – TERMS AND CONDITIONS OF USE

- 8.1 All users of the *HALL*’s W-Fi service are bound by the provisions, terms and conditions set out in the Wi-Fi Terms and Conditions of Use, which are pinned to the noticeboard in the main hall and available [here](#).

## 9. SUNDRY ITEMS

- 9.1. 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*.
- 9.2. 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.
- 9.3. 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. Storage of equipment at the *HALL* prior to and after the hiring is possible, but only with the permission of the *COMMITTEE* (through the *SECRETARY*). No inflammable material is to be stored at the *HALL* by the *HIRER*.
- 9.4. All refuse resulting from the hire shall be removed from the *HALL* by the *HIRER*. Any spillage is to be cleared up immediately by the *HIRER*.
- 9.5. The *HIRER* is to ensure that only responsible adults use the stepladders and that they comply with the guidance held in the H&S Folder in the Bar.
- 9.6. The *COMMITTEE* reserves the right to refuse any application for hire without stating its reasons for doing so.
- 9.7. 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.
- 9.8. Members of the *COMMITTEE*, or persons authorised by them, shall have the right of free and unimpeded entry to the *HALL* at all times.
- 9.9. Fireworks of any type or design are strictly prohibited from being used inside the *HALL* or within the *HALL*’s grounds at any time.

## 10. ALTERATIONS TO CONDITIONS

- 10.1. The *COMMITTEE* reserves the right to make alterations to any of the Conditions of Hire from time to time and at its own discretion.
- 10.2. 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. Licensed Bar Application.

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<sup>1</sup> The exception is for 16 or 17 year olds who may drink beer, wine or cider with a meal when accompanied by someone over the age of 18.

## 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 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(s)

Description of Event

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

Location: Main Hall:  Yes / No    Stage Room:  Yes / No    Bar:  Yes / No    Kitchen:  Yes / No

Signed by the person named in Clause 1 of the Hiring Agreement (or duly authorised by the person or organisation named in Clause 1), who hereby agrees to be present throughout the hiring and to comply with the provisions of the Conditions of Hire (extract below) and – as **the Responsible Person** – to comply with the requirements of the Hall's Premises Licence (extract below):

Name:  Signature:  Date:

### To be completed by the Booking Secretary:

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 Committee:

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Position Held: \_\_\_\_\_ Date: \_\_\_\_\_

### CHVH Conditions of Hire – extract:

#### 7. SALE AND/OR CONSUMPTION 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 where alcohol is to be sold. 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.
- 7.2. Any *HIRER* allowing the sale and/or consumption of alcohol must comply with the Licensing Act 2003, the requirements of Clauses 7.3 and 7.4 below, and the conditions of Premises Licence on the noticeboard. In addition, Appendix 1 (Application for a Licensed Bar) is required to be completed for inclusion in the Hiring Agreement for any event at which alcohol is sold.
- 7.3. 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 purchased or consumed by any person under the age of 18 or suspected of being under the age of 18<sup>2</sup>. It is the responsibility of the *HIRER* (or person duly authorised by the *HIRER* – see App 1) to check the age and identity of anyone suspected of being under the age of 25; photographic evidence will be required and only passports, driving licences and cards bearing the Proof of Ages Standards Scheme (PASS) Hologram should be accepted. Care should be taken to ensure that alcohol is not acquired or purchased by anyone over the age of 18 for consumption by another person under the age of 18. In accordance with the Premises Licence, no alcohol is to be sold after 11.00pm. Extensions on New Year's Eve may be negotiated with the *SECRETARY*.
- 7.4. 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.

<sup>2</sup> The only exception is for 16 or 17 year olds who may drink beer, wine or cider with a meal when accompanied by someone over the age of 18.

## Extract from Charlton Horethorne Premises Licence (Number 001320)

### Supply of Alcohol

#### Times the licences authorises the Supply of Alcohol:

Monday – Sunday Start: 1100 Finish: 2300

#### Annex 1 – Mandatory Conditions

Every supply of alcohol under the premises must be made or authorised by the management committee

**1. – (1) The responsible person** shall take all reasonable steps to ensure that staff on relevant premises do not carry out, arrange or participate in any irresponsible promotions in relation to the premises.

(2) In this paragraph, an irresponsible promotion means any one or more of the following activities, or substantial similar activities, carried on for the purpose of encouraging the sale or supply of alcohol for consumption on the premises in a manner which carries significant risk of leading or contributing to crime and disorder, prejudice to public safety, public nuisance, or harm to children.

(a) games or other activities which require or encourage, or are designed to require individuals to:

(i) drink a quantity of alcohol within a time limit (other than to drink alcohol sold or supplied on the premises before the cessation of the period in which the responsible person is authorised to sell or supply alcohol), or

(ii) drink as much alcohol as possible (whether within a time limit or otherwise);

(b) provision of unlimited or unspecified quantities of alcohol free for a fixed or discounted fee to the public or to a group defined by a particular characteristic (other than any promotion at a table meal, as defined in section 159 of the act);

(c) provision of free or discounted alcohol or any other thing as a prize to encourage or reward the purchase and consumption over a period of 24 hours or less;

(d) provision of free or discounted alcohol in relation to the viewing on the premises of a sporting event, where that provision is dependent on –

(i) the outcome of a race, competition or other event or process, or

(ii) the likelihood of anything occurring or not occurring;

(e) selling or supplying alcohol in association with promotion posters or flyers on, or in the vicinity of, the premises which can reasonably be considered to condone, encourage or glamorise anti-social behaviour or refer to the effects of drunkenness in any favourable manner.

**2. The responsible person** shall ensure that no alcohol is dispensed directly by one person into the mouth of another (other than where that other person is unable to drink without assistance by reason of disability).

**3. The responsible person** shall ensure that free tap water is provided on request to customers where it is reasonably available.

**4. – (1)** The premises licence holder or club premises certificate holder shall ensure that an age verification policy applies to the premises in relation to the sale and supply of alcohol.

(2) The policy must require individuals who appear to **the responsible person** to be under 18 years of age (or such age as may be specified in the policy) to produce on request, before being served alcohol, identification bearing their photograph, date of birth and a holographic mark.

**5. The responsible person** shall ensure that –

(a) where any of the following alcohol drinks is sold or supplied for consumption on the premises (other than alcoholic drinks sold or supplied having been made up in advance ready for sale or supply in a securely closed container) it is available to customers in the following measures:

(i) beer or cider: ½ pint;

(ii) gin, rum, vodka or whisky: 25ml or 35ml; and

(iii) still wine in a glass: 125ml; and

(b) customers are made aware of the availability of these measures.