



## **ROWLEDGE VILLAGE HALL**

### **Terms and Conditions of Hire September 2018**

Registered Charity No 305115

The management of Rowledge Village Hall is vested in the Rowledge Village Hall Trustees (RVHT). This document supercedes all other Terms and Conditions of Hire.

#### **1. General:**

The Village Hall is a NON- SMOKING venue. Hirers are reminded that the premises are of a wooden construction, and therefore particularly vulnerable to fire hazard. Naked flame of any kind is strictly prohibited either in the building or the areas outside the building. There is no obligation to hire out the building if the booking secretary or Trustees feel that the building's safety might be compromised

#### **2. Acceptance of Terms and Conditions:**

Use of the Village Hall is subject to the following Terms and Conditions. The Hirer must agree to abide by and enforce, for the period of hire, the Terms and Conditions of Hire and sign the Hire Agreement (covering a period of up to 12 months) before using any of the Village Hall facilities.

#### **3. Bookings and Hiring:**

- a. The Village Hall may be hired by any person 18 years old or over.
- b. When the Hirer is not known to the Bookings Secretary, the Hirer may be asked to produce personal identification and proof of address.
- c. Bookings will only be accepted on a completed Hire Agreement form submitted to and approved by the Bookings Secretary or other nominated member of the RVHT.
- d. Long term or periodical bookings may be taken at the sole discretion of the Bookings Secretary. Long term or periodical bookings do not represent a commitment to future hire, and the Trustees reserve the right to terminate long term arrangements with appropriate notice. Terms of Hire for long term or periodical bookings will be specified by the RVHT at the time of hire.

- e. The Bookings Secretary has the right to refuse a booking of the Village Hall provided the refusal is reported to the RVHT.
- f.. Any incident arising from the result of failing to comply with the Terms and Conditions of Hire will be the sole responsibility of the Hirer.
- g. The Hirer shall not sublet the Village Hall or any part thereof.
- h. The Hire of the Village Hall does not entitle the Hirer to use or enter the premises at any time other than the specific hours for which the Hall has been hired, unless prior arrangements have been made with the Bookings Secretary.
- i. The Hirer will only use the Village Hall for the purposes specified on the Hire Form
- j. The sale of alcohol at the Village Hall is restricted – refer to section 14.

#### **4. Maximum Capacity:**

Fire regulations restrict the number of persons attending an event at the halls to:

Main Hall – 130 persons (120 for performances); Main Hall seated at table – 80 persons; Small Hall – 80 persons. (200 maximum in the building)

#### **5. Opening Hours:**

The Village Hall will normally be available for hire between 8.30 am to 11pm Sunday to Thursday, and 8.30am to 12.00 midnight on Friday and Saturday throughout the year.

#### **6. Hire Charges:**

Details of tariff are displayed on the internal and external notice boards at the Village Hall, and on the Village Hall website. Tariffs are reviewed as deemed appropriate by RVHT.

#### **7. Hiring Payment Policy:**

- a. The hiring fee and any required Bond must be paid in full at the time of booking. For long term hire arrangements, payment terms will be as specified by the Bookings Secretary
- b. Cheques will be cashed to account upon receipt and the hire charge will be forfeited if the booking is cancelled by the Hirer less than 14 days before the event, regardless of cause. Cancellations with 2 or more weeks' notice will be charged half the hire cost.

c. The Hirer is responsible for any damage, accidental or otherwise, caused to the Village Hall, its property or its environs, occurring during the period of hire, and will be responsible for any reinstatement cost. Any damage or failure of equipment must be reported to the bookings secretary at the end of the hire. Any failure of equipment should also be noted in the Defect Book.

d. A Bond may be required against damage or loss incurred to the premises and or contents by the Hirer or persons associated with the event. If taken, the Bond will not be cashed and will normally be repaid in full 7 days after the event unless damage, loss or extra cleaning is deemed necessary. Deductions will be made before any refund of the Bond if in the opinion of the RVHT, cleaning is required, damage or loss has occurred. Any refund of the Bond will be delayed until the full extent of any costs have been assessed.

## **8. Supervision:**

a. The Hirer shall define the Responsible Person who, during the period of hiring, shall be responsible for:

-supervision of the premises, the fabric and the contents; their care, safety from damage, however slight or change of any sort.

-supervision of the behaviour of all persons using the premises whatever their capacity.

-supervision of car parking arrangements so as to avoid obstruction of the highway.

-supervision of leaving the Hall in an appropriate manner.

-making good or paying for all damage (including accidental damage) to the premises or fixtures, fittings or contents or loss of contents.

b. If no Responsible Person is defined, The Hirer will be deemed to be the Responsible Person.

c. The Responsible Person must not engage in any activity which prevents them from exercising general supervision. When the premises or any part of them are used for public entertainment there shall be a minimum of two persons 25 years old or over on duty where under 100 persons are attending the entertainment, and three for over 100. When the majority of persons are less than 16 years old and or many people with disabilities are expected to attend, the number of adult supervisors will be increased according to Local Council requirements. All

persons on duty will be required to familiarise themselves with fire and emergency procedures at the hall.

## **9. Safeguarding children, young people and vulnerable adults**

### **The Village hall's safeguarding policy must be read and complied with.**

The Hirer must ensure that any activities for children, young people and vulnerable adults are only provided by fit and proper persons in accordance with Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. The Hirer should read and comply with Rowledge Village Hall's Safeguarding policy. When requested you must provide us with a copy of your safeguarding policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS).

Hiring of the Village Hall for groups (other than private parties) involving children under 8 years of age or vulnerable adults will only be accepted if the organisation can give evidence of affiliation to an appropriate governing body. For private parties, a ratio of one adult to five children will be required. Any individual wishing to run classes or events for unaccompanied persons under the age of 16 years, other than a private party, must be certified by the (DBS). The Bookings Secretary reserves the right to apply further restrictions as he/she deems necessary.

## **10. Health, Safety & Fire:**

The Village Hall's Health and Safety Policy must be read, understood and adhered to at all times. The Responsible Person shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, the Licensing Authority or otherwise, particularly in respect of any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children, young people or vulnerable adults.

a. Upon completion of the Hire Agreement the Responsible Person will ensure that they have familiarised themselves with the following matters and the Village Hall Fire Notices:

- The action in the event of fire, including calling the Fire Brigade and evacuation of the Village Hall.
- The location and use of the fire and first aid equipment.
- The escape routes and the need to keep them clear.
- The method and operation of escape door fastenings.

b. In advance of the entertainment or event, the Hirer shall check the following items:

- That all fire exits are unlocked and escape routes clear of obstruction.
- That fire doors are not wedged open.
- That there are no obvious fire hazards on the premises.

c. Outbreak of FIRE – the Fire Brigade shall be called however slight the fire

d. Naked flames, including Barbeques, cigarettes, lighters and candles (with the exception of birthday cakes, which must be supervised by an adult at all times), are not permitted inside the Hall.

e. See also the appropriate Fire Safety notices showing evacuation routes in the hall and on the Village Hall website- [www.rowledgevillagehall.com](http://www.rowledgevillagehall.com).

f. The Hirer is responsible for ensuring the safety of any equipment (e.g. bouncy castles etc), activity or entertainment. The Hirer must hold a copy of appropriate liability insurance for the equipment and must show this to the Booking Secretary at the point of booking.

g. You must report any failure of equipment to the booking secretary.

h. You must report to RVHT all accidents involving injury to the public and record them in the Accident Book in the kitchen.

## **11. Electrical Equipment Safety:**

The Hirer shall ensure any electrical equipment brought by them, or any user of the Village Hall during their period of hire, to the premises and used is in good working order and is Portable Appliance Tested (PAT).

## **12. Insurance & Indemnity:**

The Hirer shall be liable for:

- a. 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
- b. All claims, losses, damages and costs made against or incurred by the RVHT, 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
- c. All claims, losses, damages and costs made against or incurred by the RVHT, 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 RVHT and the Village Hall's employees, volunteers, agents and invitees against such liabilities.

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 RVHT and the Village Hall's employees, volunteers, agents and invitees against the difference between the amount of the liability and the monies received under the insurance policy, including any insurance excess.

The Hirer shall be responsible for taking out any appropriate insurance on their own behalf.

The Village Hall is insured against any claims arising out of its **own** negligence or fire.

#### **13. Licences:**

The Village Hall shall ensure that the Hall holds a Performing Society Rights Licence which permits the use of copyright music in any form ie. record, compact disc, tapes, radio, television or by performers in person for non-commercial purposes. If other licences are required in respect of any activity in the Hall the Hirer must ensure that they hold the relevant licence or that the Hall holds it. A signed hire agreement confers permission for the performance of live music, the playing of recorded music and showing of films but only in accordance with the Deregulation Act 2015

#### **14. Sale of Alcohol:**

The Village Hall is not licensed for the sale of alcohol (this applies to alcohol included in the ticket price). No alcohol is permitted to be sold on any part of the premises without express permission of the RVHT in writing. With written agreement from the RVHT the Hirer will be responsible for submitting the necessary Temporary Event Notice (TEN) to the Licensing Authority and the Chief Fire Officer no later than 10 working days before the event. A copy of the TEN must be displayed on the premises during the event. The Police and Local Authority have rights of entry to the premises to assess the likely effect of the TEN on crime prevention. Application forms for Temporary Event Notices are available from Waverley Borough Council.

#### **15. Sale of Goods:**

The Hirer shall, if selling goods on the premises, comply with the Sale of Goods Act 1979 (as amended).

## **16. Betting & Gambling:**

Betting and Gambling are not permitted within The Trust Deed and cannot therefore take place on the premises.

## **17. Storage:**

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.

The Village Hall may use its discretion in any of the following circumstances:

- 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
- 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 RVHT 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.

In any event, the permission of the Bookings Secretary must be obtained before goods or equipment can be stored in the premises overnight. If permission is given, goods and equipment are left entirely at the Hirer's risk.

## **18. Car Parking:**

The Village Hall has no available car parking. No parking is allowed at the side of the Village Hall as this is a fire evacuation route. No parking is allowed directly in front of the hall as this contravenes the Road Traffic Act and Regulations. Users are requested to make safe use of available street parking nearby and away from the junction with Chapel Road.

## **19. Loss of Property:**

The RVHT accept no responsibility for damage to, or the loss of, or the theft of Village Hall user's property or effects.

## **20. Animals:**

The Hirer shall ensure that no animals (including birds) are brought into any part of the premises. The only exceptions will be guide dogs, hearing dogs and assistance dogs or a special event agreed by the RVHT. No animals whatsoever are to enter the kitchen at any time.

## **21. Nuisance:**

- a. Hirers and organisers of events in the Village Hall are responsible for ensuring that the noise level at their function is not such as to interfere with others within the premises nor to cause inconvenience or annoyance to occupiers of nearby houses. People should avoid all undue noise on arrival and departure especially late at night.
- b. The Hirer must ensure that no-one at the event consumes excessive amounts of alcohol and that no illegal drugs are brought onto the premises.
- c. The RVHT reserve the right to terminate a booking where the Hiring has become disorderly or where offensive material or behaviour is in evidence.

## **22. Fireworks and Pyrotechnics:**

Due to the close proximity of other houses and the wooden construction there is a total ban on the use of fireworks or any form of pyrotechnics in or around the Village Hall.

## **23. Cancellation of Hiring:**

If the Hirer wishes to cancel the booking before the date of the event, clause 7 (b) above will apply, subject to the discretion of the Booking Secretary. The Booking Secretary reserves the right to cancel any hiring by written notice to the Hirer in the event of:

- a. The premises being required as a Polling Station.
- b. The RVHT consider that such a hiring will lead to a breach of the licensing conditions, if applicable, or other legal or statutory requirements, unlawful or unsuitable activities will take place as a result of the Hiring.
- c. The premises become unfit for the use intended by the Hirer.
- d. An emergency requiring use of the premises as a shelter for victims of disaster.

In any such case the Hirer shall be entitled to a full refund of any money already paid, but the RVHT shall not be liable to the Hirer for any resulting direct or indirect loss or damage whatsoever.

#### **24. End of Hiring:**

The Responsible Person will be responsible for:

- a. Leaving the premises and surrounding area in a clean and tidy condition.
- b. Ensuring that tables are folded and that chairs are stacked carefully (in accordance with the instructions provided) with the rear facing outwards for safe and easy removal. On no account are stacks of chairs to be dragged across the floor, the trolley provided must be used at all times.
- c. Checking that electric wall heaters and electrical appliances, including cookers, water heaters and lights are switched off.
- d. Ensuring that all rubbish is bagged and removed from the site.
- e. Ensuring that all internal doors are closed, the external doors and windows are closed and locked at the end of the event and that the building is left in a safe condition, with particular regard to FIRE.
- f. Ensuring that the keys are returned as instructed by the Booking Secretary at the end of the hire period.