

Walford Village Hall Standard Terms & Conditions of Hire

The “**Hall**” is defined as the main hall building, car park & field.

The “**Committee**” is defined as the Walford Village Hall Management committee.

The “**Hirer**” shall be the person named on the booking form and is the individual who will be responsible for ensuring that these Terms & Conditions are complied with.

Unless otherwise agreed by the **Committee** prior to the booking, no individual under 21 years of age may hire the **Hall**.

All applications for the hire of the **Hall** must be made via the online booking form on the website.

Lock codes to access the hall will be provided to the **Hirer**. Copying the keys or sharing lock codes is strictly forbidden.

The hire of the **Hall** does not entitle the **Hirer** to use or enter the **Hall** at any time other than the specific hours for which the **Hall** is hired unless prior arrangements have been made with a member of the **Committee**.

The capacity of the **Hall** is 70 which is the maximum allowed by the Local Authority and the **Hirer** undertakes that this limit will not be exceeded.

It is against the law to smoke in any enclosed parts of the **Hall**.

The **Hirer** is wholly responsible for the good behaviour and safety of all persons attending to use the **Hall** during the hire period.

The **Committee** shall not be liable for any loss or damage to any property nor loss, damage or injury to any person or persons using the **Hall** during the hire period arising from any cause.

The **Hirer** indemnifies the **Committee** against loss, damage or injury howsoever caused.

The **Hirer** shall be responsible for ensuring that the **Hall** is left in a clean and orderly state and all rubbish is removed.

All tables and chairs are to be stored away and any kitchen equipment shall be cleaned and stored.

Upon completion of the hire the **Hirer** shall ensure that all windows and doors are locked, and all electrical appliances and lights (including outside lights) are switched off and to return all keys to their lock boxes.

The **Hirer** shall ensure that any activities for children under eight years of age comply with the provisions of the Children Acts 1989/2004 and that only fit and proper persons have access to the children.

Any sale of alcohol must be made in accordance with the Licensing Act 2003. It is the responsibility of the **Hirer** to prove compliance with the requirements before the hire date.

Any non-standard licensable requirement must be notified to the **Committee** not less than 30 days before the hire date. Such requirement could be (but not limited to) gambling, sports, public performance, or rehearsals.

The **Hirer** shall ensure that the users:

- do not contravene the law relating to gaming, betting, and lotteries
- do not contravene the smoking regulations
- do not contravene copyright regulations
- comply with all conditions required by the Premises Licensing Act
- observe all relevant food health and hygiene legislation and regulations if preparing, serving, or selling food.

The **Hirer** shall indemnify the **Committee** against any infringements which may occur during the hiring if it should be that the **Committee** are held liable for that infringement.

Public safety compliance

Important safety notices and what to do in the event of a fire, can be found on the notice board inside the hall entrance. The **Hirer** agrees to familiarise themselves with the information at the start of the hire period.

The **Hall** has no telephone. Please ensure you have a mobile in good working order with you.

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. The **Hirer** shall also comply with the hall's health and safety policy.

The **Hirer** must ensure that all precautions are taken against risk of fire and damage to the property and that highly flammable substances are not brought into or used in any part of the premises.

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

The **Hirer** acknowledges that they have read instruction in the following matters:

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
- The location and use of fire equipment.
- 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.

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 there are no obvious fire hazards on the premises.

Accidents

The **Hirer** must report all accidents involving injury to the public to a member of the **Committee** as soon as possible and complete the relevant section in the village hall's accident book.

Alcohol at any Village Hall Event

Council licencing regulations

The licencing law requires that there is a licence for the sale of alcohol at all events. You are selling alcohol if:

- You are charging for alcoholic drinks at any event.
- If the event is ticketed and you are providing a free drink [this is seen as selling as the cost is included in the ticket price and/or the organisation providing the alcohol is providing the free drink].
- If the event has an entrance charge and a free drink is being provided.

A licence is not required when:

- The event is free, and drink is provided for free e.g., a family wedding or party where alcohol is not charged for.
- If people bring their own drink to consume on the premises.
- If alcohol is donated by an individual (not an organisation charging for entrance).

Temporary Event Notice

- For most events selling alcohol as defined above, an application for a 'Temporary Event Notice' (TENS) is required. Applications are made via Herefordshire County Council www.herefordshire.gov.uk under alcohol licencing. The current cost is £21 per licence. The application must be made at least twelve days prior to the event.
- The **Committee** must have a copy of the licence prior to the event and the licence must be displayed at the event.
- The individual who applied for the TENS and named on the application is legally responsible for the sale of alcohol. Licencing laws are enforced by the licencing officer.

The sale of alcohol and licences is monitored by the police, child protection and a number of other organisations.

Payment and Charges

Payment to be made in advance by bank transfer for the booking fee plus a £100 refundable damage deposit.

Payment must be received in full within 10 working days of an agreed booking. Failing this, the **Committee** reserves the right to cancel the booking.

Subject to the terms laid out in this agreement and provided no damages have occurred, the deposit will be refunded within 28 days. The **Committee** reserves the right to deduct a charge for exceptional waste or recycling.

If this booking is cancelled within 21 days of the confirmed booking date a 50% charge will be deducted from the booking fee. If the booking is cancelled over 21 days from the confirmed booking date, an administration charge of £5 may be levied.

In the event the **Hall** is unavailable due to factors beyond the control of the **Committee**, you will receive a full refund. The **Committee** will not be liable for any costs or loss of any description incurred by you.

The **Hirer** agrees to pay for any breakages and/or damages to the **Hall** and/or its contents and to notify a member of the **Committee** immediately so that arrangements can be made to ensure the **Hall** is secure.

If any keys are lost, the **Hirer** agrees to pay the costs of replacing the locks including replacement keys for all users.

Bouncy Castles

The **Hall** does not provide insurance for the use of bouncy castles and cannot accept any responsibility in the event of an accident. It is the responsibility of the **Hirer** to make sure that public liability insurance is in place, especially if the **Hirer** is supervising the use of the castle, and not the supplier.

When booking, the **Hirer** must declare that they intend to have a bouncy castle and be responsible for:

- Providing evidence of public liability insurance prior to the event
- Ensuring the bouncy castle is always supervised by an adult (over 18).

The **Committee** reserves the right to cancel the booking if appropriate evidence is not provided.

Please note: Suppliers public liability insurance often only covers their own liabilities and so will only apply if they themselves supervise the use of the castle. The **Hirer** must make sure that the supplier has insurance and find out what cover is provided if the castle is not being supervised by the supplier. If the insurance cover for the hirer applies only when the castle is supervised by the supplier, then the **Hirer** is responsible for insurance and for proper supervision.