

# **TERMS & CONDITIONS**

These standard conditions apply to all hiring Damerham Village Hall (DVH). If the Hirer is in any doubt as to the meaning of the following, contact the Booking Secretary immediately.

#### 1. The Hirer

The hirer, not being a person under 18 years of age, will be the Person in Charge (or their appointee) will, during the period of the hiring, be present on the premises, when persons are in the hall and be responsible for supervision of the premises, 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 premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway. The trustees accept no responsibility for any criminal damage to patrons' property whether within the building or in the car park and garden. You may appoint a 'Person in Charge' on your behalf and must notify the Booking Secretary of their details prior to the event..

# 2. <u>Hire Charges and Deposit for one-off Bookings including Weddings</u>

- i. Hire Charges
  a. The hire charges for use of the Hall are available in Schedule 1 of this document or via the Hall website.
  - b. All bookings must be paid in full at least two months in advance of the event date, unless otherwise agreed in writing by the Village Hall Committee.
  - c. Charges may vary depending on the nature, duration, and timing of the event, as per the pricing schedule.
- ii. Deposit
  - a. A refundable security deposit of £50 for small parties, £100 for large parties and large meetings and £250 for weddings is mandatory for one-off hall hires to cover damage, extra cleaning, loss and breakages of hall and equipment. Should the Hirer not comply with the terms and conditions of hire or the Hall not be left clean and tidy, equipment not be put away or the Management Committee incur expenditure or loss as a direct consequence of the hire then the deposit shall be retained at the discretion of the Management Committee. Should a deposit not be requested in advance, e.g. for regular users, or the mandatory deposit amount not be sufficient recompense for any damage, extra cleaning or loss caused during a hire period, the Management Committee reserves the right to make an additional charge in arrears to cover the cost of any loss or damage.

### 3. Regular Bookings

Hirers booking the Hall for a recurring event, e.g. a weekly class, should note that the whole cost of the booking is payable for each date that the booking applies. No refund or credit will be made for any part of the booking that is not used for any reason, unless a) such cancellation is made by the Village Hall, e.g. in circumstances



such as para. 5 above or b) Adequate notice has been given by the hirer (minimum 1 week) and a replacement booking is obtained.

## 4. Payment for Regular Bookings

All regular users must pay for their use of the Hall no later than the 15th day of the month following their use. Every effort will be made to ensure an invoice is produced within 7 days of the month end but this cannot be guaranteed and no extension to the due date will be given where the invoice is delayed due to holidays or other circumstances. In the event of late payment, the DVH. Management Committee or its authorised representative reserve the right to cancel further bookings until payment is brought up to date.

#### 5. Cancellation

If the Hirer wishes to cancel the booking more than 28 days before the date of the event, a full refund will be given. If the cancellation is made more than 14 days before the date of the event, a 50% refund will be given. If the cancellation is made less than 14 days before the date of the event no refund will be given.

The Village Hall reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- (a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election.
- (b) the Village Hall management committee reasonably considering that
  - (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or
  - (ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring.
- (c) the premises becoming unfit for the use intended by the Hirer.
- (d) an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters. In any such case the hirer shall be entitled to a refund of any deposit already paid, but the Village Hall shall not be liable to the hirer for any resulting direct or indirect loss or damages whatsoever.

#### 6. Setup/clear-up time

The hirer must ensure they follow the "Hirer Checklist" found in Schedule 2 of this document. The hire period commences at the time booked. Any additional time for setting up beforehand and clearing up after the event is absolutely at the discretion of the Management Committee. The Committee reserves the right to make an additional charge for such a period, or to restrict the booking strictly to the stated time in the event of demand for bookings from other users.

### 7. No alterations

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 Village Hall Caretaker. Any alteration, fixture or fitting or attachment so approved shall at the discretion



of the Village Hall remain in the premises at the end of the hiring. It will become the property of the Village Hall unless removed by the Hirer who must make good to the satisfaction of the Village Hall any damage caused to the premises by such removal.

#### 8. End of hire

The hirer shall be responsible for leaving all parts of the premises and surrounding area in a clean and tidy condition. Cleaning products and equipment are provided to enable this. The hirer must ensure they follow the "Hirer Checklist" found in Schedule 2 of this document and the "Closing Checklist" found in Schedule 3 of this document before they leave the venue at the end time of their event.

#### 9. Supervision

The hirer shall, during the period of the hiring, be responsible for: supervision of the premises, 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 premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway. The Village Hall Management Committee reserves the right to require the hirer to make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

#### 10. Use of premises

The hirer shall not use the premises (including the car park and sports field car park if used) for any purpose other than that described in the Hiring Agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful or unsuitable purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission. Please note the conditions of use of bouncy castles and similar inflatable equipment in 4. (d) below.

#### 11. Parking

There is parking provided in the Village Hall car park as well as the overflow parking facility which is available in the Sports Field if booked in advance. Due to road width restrictions, hall users are respectfully asked not to park in West Park Lane, to the north of the Hall.

## 12. <u>Insurance and indemnity</u>

- (a) The hirer shall be liable for:
  - (i) 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
  - (ii) all claims, losses, damages and costs made against or incurred by the village hall management committee, 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

- (iii) all claims, losses, damages and costs made against or incurred by the village hall management committee, 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
- (b), the Hirer shall indemnify and keep indemnified accordingly each member of the village hall management committee and the Village Hall's employees, volunteers, agents and invitees against such liabilities.
- (c) The Village Hall shall take out adequate insurance to insure the liabilities described in sub-clauses (a) (i) above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (a) (ii) and (iii) above. The village hall shall claim on its insurance for any liability of the Hirer here under, but the Hirer shall indemnify and keep indemnified each member of the village hall management committee and the village hall's employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.
- (c) Where the village hall does not insure the liabilities described in sub-clauses (a)(ii) and (iii) above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the village hall management committee or their representative.

Failure to produce such policy and evidence of cover will render the hiring void and enable the hall Caretaker to rehire the premises to another hirer.

(d) The Village Hall insurance policy does not cover the use of bouncy castles or similar inflatable equipment. The village hall will allow the use of such equipment as long as the hirer can provide a copy of the equipment provider's current public liability insurance certificate. A responsible adult must supervise the equipment at all times who should provide evidence of suitable cover.

The village hall is insured against any claims arising out of its own negligence.

#### 13. Gaming, betting and lotteries

The DVH holds relevant licenses for gaming and betting. The hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

## 14. Music Copyright licensing

It is the responsibility of the hirer to ensure that the Village Hall holds appropriate and relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, the hirer holds a licence covering the extent of their own activities.

15. Film



Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film.

## 16. Safeguarding children, young people, and adults at risk

The hirer must ensure that any activities for children, young people and adults at risk are only provided by fit and proper persons in accordance with the Children Act 1989 and 2004, the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, the hirer must provide us with a copy of the hirers Safeguarding Policy and evidence that the hirer has carried out relevant checks through the Disclosure and Barring Service (DBS). All reasonable steps must be taken to prevent harm, and to respond appropriately when harm does occur. Relevant concerns must be appropriately reported.

# 17. Public safety compliance

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 is the "Person in Charge" in the event of fire. Alternatively the hirer can nominate a "Person in Charge".

Societies, Groups, Organisations etc, should appoint a "Person in Charge" in the event of fire. That person should familiarise themselves with the fire safety information below.

The Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to a member of the management committee.

(a) It is the responsibility of the hirer to ensure they familiarise themselves with the following safety considerations and convey the same to all persons using the Hall during the hire period:

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.

A plan showing the location of fire extinguishers, fire exits and assembly points is displayed in the lobby of the Hall and hirers should ensure they have studied this.



(b) 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 exit signs are illuminated.
- That there are no obvious fire hazards on the premises.
- That emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).
- (c) The total number of persons in the hall at any time during the hire period should not exceed 200 persons.

#### 18. Noise

The hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The hirer shall, if using sound amplification equipment, make use of the noise limitation device provided at the premises and comply with any other licensing condition for the premises. It is the hirer's responsibility to ensure any entertainment provider which the hirer uses is aware of the village hall rules.

## 19. <u>Drunk and disorderly behaviour and supply of illegal drugs</u>

The hirer shall ensure that no alcohol is sold or supplied to any person under the age of 18. The hirer shall ensure that in order to avoid disturbing neighbours to the hall and avoid violent or criminal behaviour; care shall be taken to avoid excessive consumption of alcohol. No illegal drugs may be brought onto the premises. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way must be asked to leave the premises in accordance with the Licensing Act 2003. The Village Hall operates a 'Challenge 25' policy. Hirers may provide alcohol at their events, but must not sell their own alcohol.

#### 20. Health and hygiene

The hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are provided with a refrigerator. The hirer should provide their own thermometer where required to ensure compliance.

### 21. Electrical appliance safety

The hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a



residual circuit breaker is provided the hirer must make use of it in the interests of public safety.

### 22. Stored equipment

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 village hall management committee disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit, and may charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

#### 23. Smoking

The hirer shall, and shall ensure that the hirer's invitees, comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises. The hirer shall ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

### 24. Accidents and dangerous occurrences

Any failure of equipment belonging to the Village Hall or brought in by the hirer must also be reported as soon as possible. The hirer must report all accidents involving injury to the public to a member of the village hall management committee as soon as possible and complete the relevant section in the village hall's accident book, which is kept in the kitchen.

#### 25. Barbeques

Hirers can only use barbeques with express permission from the Village Hall Committee. External companies with their own barbeque facilities are deemed to have their own insurance and are not covered by the Village Hall insurance.

## 26. Explosives and flammable substances

The hirer shall ensure that:

- (a) Highly flammable substances are not brought into, or used in any part of the premises and that
- (b) No internal decorations of a combustible nature (e.g. candles, polystyrene, cotton wool) shall be erected without the consent of the management committee. No decorations are to be put up near light fittings or heaters.



## 27. Heating

The hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the express consent of the management committee. Portable Liquefied Propane Gas (LPG) heating appliances must not be used.

### 28. <u>Animals</u>

The hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by the Village Hall. No animals whatsoever are to enter the kitchen at any time.

## 29. Fly posting

The hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and shall indemnify and keep indemnified each member of the village hall's management committee accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

#### 30. CCTV

Closed circuit television ("CCTV") is installed at DVH. Cameras are located at various places on the premises. Images from the cameras may be viewed in real time, and recordings are stored digitally and then automatically recorded over after approximately seven days. Please refer to the DVH CCTV Policy on our website for more information.

### 31. Privacy & GDPR

DVH Committee members may need to collect information from you in order to tell you about our activities, events and services. If you hire the hall, we (the Damerham Village Hall Management Committee) will hold data about you for booking and invoicing purposes. Please refer to our Privacy Policy for more information.

#### 32. No rights

The hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the hirer.



# Schedule 1

# **Hire Charges**

We offer around a 30% discount off of the prices below for Village organisations, Village residents, registered charities & local sports clubs. Final price will be confirmed at the time of booking. The discount is not applicable for weddings.

We offer morning, afternoon or all day bookings:

- Morning 08.00 13.00
- Afternoon 13.00 18.00
- Evening 18.00 23.00 (vacation by 00.00 hrs)

For evening bookings, the 'function end' time should be 11 pm in order for the hall to be exited by all persons (including those clearing up) by midnight. The bar and music should end at 11am latest.

There will be a charge of £25 made for arrangements for overflow parking, if required, in the Sports Field opposite.

If the bar is required, this is by arrangement through Stuart, the bookings secretary, with the Compassess Inn and is charged at £100.

A refundable security deposit of £50 for small parties, £100 for large parties and large meetings and £250 for weddings is mandatory for one-off hall hires to cover damage, extra cleaning, loss and breakages of hall and equipment.

Hire charges are organised by what function rooms are required as follows:

# **Exclusive Use of the Whole Building**

Full use of the main hall, kitchen, function room, facilities and garden, uninterrupted. Weddings priced separately, please see our Wedding Page for more info.

Friday/Saturday/Bank holidays - £135 per session

Sunday - Thursday - £85 per session

# **Main Hall Only**

Use of the main hall, the rest of the facilities are shared if there are other bookings at the same time. The kitchen can be reserved on a first come, first served basis. Please let us know if you require use of the kitchen when booking.



Friday/Saturday/Bank holidays - £90 per session

Sunday - Thursday - £60 per session

# **Function Room Only**

Use of the function room, the rest of the facilities are shared if there are other bookings at the same time. The kitchen can be reserved on a first come, first served basis. Please let us know if you require use of the kitchen when booking.

Friday/Saturday/Bank holidays - £45 per session

Sunday - Thursday - £30 per session

# **Exclusive Use Wedding Package**

Our full wedding package is £1000. This includes:

- Exclusive-use of the Hall and grounds from 8am on Friday through to 11am on Sunday.
- Full use of everything onsite including chairs, trestle tables, kitchen equipment, cutlery, crockery etc.
- Use of the Sports Field on the day of your wedding for overflow parking.

Additional charges for weddings apply as follows:

- Bar services are £100 and must be arranged separately.
- 12x 6ft round tables are available to hire at £10 per table.
- We require a £250 refundable deposit to be paid at the time of booking to cover damage, loss and breakages of hall and equipment and any additional cleaning if the hall is not left as it was found.



# Schedule 2

# **Hirer Checklist**

It is the responsibility of the "Person in Charge", that be either the hirer or a nominated person by the hirer, to ensure the following requirements are adhered to:

- To read and understand the Emergency/Fire procedure posted in the entrance lobby. Be aware of the location of fire exits, fire extinguishers & fire alarm call points. Be aware of the location of the emergency collection point in the car park.
- 2. To be in charge of hall keys. One key is for the main entrance the other is for the switch room door located outside the building in the car park. To be aware of the location of the power breakers in an emergency.
- 3. To be responsible for the cessation of any entertainment (music or otherwise) by 11pm & vacation of the village hall at the specified time agreed. The serving of alcohol from whatever (agreed) source must also cease at 11pm. To oversee the use of the music sound limited for whatever amplified entertainment is being provided for the function (unless otherwise directed by the management). Amplified music is not permitted outside the building.
- 4. To ensure the Closing Checklist is completed by the end of the hire period (Schedule 3)
- 5. To ensure no picture frames/portraits are to be removed from their positions.
- 6. To make sure windows and doors in the main (large) hall are not opened during amplified music or speech.
- 7. To be responsible for leaving the hall & garden area clean and tidy and the removal of all refuse from the event. All furniture used should be packed away as found.
- 8. To ensure noise outside, is kept to a minimum, especially during the evening and when guests are leaving the car park area at the function end.
- 9. To check all taps and lights are turned off upon leaving the premises to lock the hall and return the village hall keys as directed by the Caretaker. The car park/outside lights and heating systems are operated by a pre-set timer and will switch off automatically.



# Schedule 3

# **Closing Checklist**

This checklist is to be followed at the end of each hire period for all bookings.

Please note - all rubbish, including that from the toilets and kitchen, must be removed by the hirer from the premises after use.

# **Kitchen**

- Sweep and clean floor and mats.
- Clean work surfaces and cupboard doors.
- Clean ovens, oven racks and hobs if used.
- Put cutlery and crockery back clean and dry into cupboards.
- Remove all food and drinks from the fridge and wipe down. Leave the thermostat on the lowest setting.
- Turn off all electrical sockets.
- Turn off water heater at wall.
- Turn off dishwasher at wall. Take drainage plug out from dishwasher and rinse around appliance ensuring no food debris is left in the machine. Leave machine door open.
- Remove all rubbish.
- Check the outside door is locked.

## Main Hall

- Put all tables away.
- Put all chairs away (chair to be stacked in alternate directions).
- Sweep Hall floor.
- Clean Hall floor, as necessary.
- Turn heating down to 15 degrees.
- Close all curtains.
- Check the emergency exits are closed.
- Turn off all lights.

# **Smaller Function Room**

- Put away all tables.
- Put chairs back as found.
- Vacuum the floor.
- Check the outside doors are locked.
- Close all curtains.
- Turn heating down to 15 degrees.
- Turn off all the lights.



# **Toilets**

- Check toilets and urinals are clean.
- Sweep toilet floors.
- Remove all rubbish.

# **Entrance Hall**

- Vacuum floor.
- Turn radiators down to zero.
- Return furniture to original position, if moved.