

# HOLFORD & DISTRICT VILLAGE HALL

Registered Charity No. 304559



## Hire Terms & Conditions of Holford & District Village Hall (HDVH)

### **1. Booking**

The hirer should use the HallMaster booking system via [www.holfordvillagehall.org/bookings](http://www.holfordvillagehall.org/bookings) to ascertain availability and submit a booking request. The HDVH Booking Officer will issue confirmation of the booking, the hire period and the cost, in writing (usually by email). An invoice will be issued, including a request for a deposit where appropriate.

### **2. Charges**

The current hire charges are displayed on the HDVH website [www.holfordvillagehall.org](http://www.holfordvillagehall.org)

If a deposit is payable at the time of booking, this will be refunded upon completion of the Hire Period provided that the Premises are left in a clean condition and no damage or loss to the fabric, fixtures, or contents had been caused during the Hire Period.

The total hire charge is payable 7 days before the Hire Period.

The HDVH management reserves the right to arrange for any necessary cleaning or rectification of damage or loss and the cost shall be borne by the Hirer. Any deposit shall be used to pay for, or contribute to, such cost.

### **3. Hours of Opening**

The Hirer shall ensure that the use of the Premises is limited to the Hire Period which must include sufficient time for setting up and breaking down of equipment, displays, seating etc.

### **4. Hot Water, Heating & Electricity**

Hot water, heating and electricity for the Premises is included without extra charge. The heating system is programmed to operate according to usage and the ambient temperature. The Hirer shall not tamper with, or try to adjust, any heating controls or thermostats.

The Hirer is requested to switch off any equipment or lighting that is not needed.

### **5. Age and responsibility**

The Hirer, not being a person under 18 years of age, accepts responsibility of being in charge and shall be on the premises at all times during the Hire Period. The Hirer shall ensure that all conditions of the Booking Form and this Hire Agreement are met and that the administration and fire procedures are followed.

### **6. Cancellation by the Hirer**

If the Hirer cancels the booking no charge will be made unless the cancellation is made within 28 calendar days of the Hire Period, in which case 20% of the Hire Fee will be charged, or if cancellation is within 7 calendar days then 50% will be charged.

## **7. Cancellation by HDVH**

The HDVH management reserves the right to cancel a 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 HDVH management 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 the 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 the charges already paid, but the HDVH management shall not be liable to the hirer for any consequential direct or indirect loss or damage whatsoever.

## **8. Use of the Premises**

The Hirer shall not use the Premises for any purpose other than for the event described in the booking and shall not sub-hire or use the Premises, or allow the premises to be used, for any unlawful 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.

## **9. 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 approval of the HDVH management. Any alteration, fixture or fitting, or attachment so approved shall at the discretion of the HDVH management remain in the Premises at the end of the Hire Period. It will become the property of the HDVH management unless removed by the Hirer who must make good any damage caused to the Premises by such removal.

## **10. No Rights**

The Hire Agreement constitutes permission only to use the Premises and confers no tenancy or other right of occupation on the Hirer.

## **11. Stored Equipment**

The HDVH management accepts no responsibility for any stored equipment or other property brought onto or left at the Premises, and all liability for loss or damage is hereby excluded. Items may only be stored in locations specified by the HDVH management committee.

## **12. Indemnity**

The Hirer shall indemnify and keep indemnified each member of the HDVH management, its employees, volunteers, agents and invitees against

- the cost of repair of any damage done to any part of the Premises including the curtilage thereof or the contents of the Premises
- all claims, losses, damages and costs 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
- all claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the Premises by the Hirer

### **13. Capacity**

The Main Hall has a variable size stage. The number of persons shall not exceed:

- Main Hall
  - without stage - 100 for 'theatre layout' or 75 for 'cabaret layout'
  - with full stage - 90 for 'theatre layout' or 60 for 'cabaret layout'
- 'Fairfield' Meeting Room - 12 seated

Seating layouts must conform to Fire Safety regulations. Details are provided in the Hall

### **14. 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 keep it to a level that does not cause concern to the neighbours.

### **15. Fly Posting**

The Hirer shall not carry out or permit fly posting or any other form of advertising on the Premises without the approval of the HDVH management.

### **16. Gaming, Betting and Lotteries**

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.

### **17. Music Licensing**

HDVH holds a 'Community Buildings' licence with PRS and PPL for the playing of recorded and live music in connection with community events.

Any Commercial Hirer who is a Dance, Exercise or Fitness Instructor holding or organising classes and playing recorded music should satisfy themselves that they hold the correct personal licence to cover those classes.

### **18. Compliance with The Children Act 1989**

The Hirer shall ensure that any activities for children under 8 years of age comply with the Provisions of The Children Act of 1989 and that only fit and proper persons who have passed the appropriate Disclosure and Barring Service checks have access to the children (checks may also apply where children over eight and vulnerable adults are taking part in activities). The Hirer shall provide the HDVH management with a copy of their Child Protection Policy whenever requested.

### **19. Supervision**

The Hirer shall, during the Hire Period, be responsible for:

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

### **20. Public Safety Compliance**

The Hirer shall comply with all conditions and regulations made in respect of the Premises by the Fire Authority, Local Authority, the Licensing Authority or otherwise, particularly in connection with any activity which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children.

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

Furthermore:

- a) The Hirer acknowledges having received instruction in the following matters:
  - The action to be taken in the event of fire. This includes calling the Fire Brigade, evacuating the Premises and the use of muster points.
  - The location and use of fire equipment.
  - The escape routes and the need to keep them clear
  - The method of operation of escape and door fastenings.
  - Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire; and
- b) In advance of an entertainment or play the Hirer shall check the following items:
  - That all fire exits are unlocked and in working order.
  - That all escape routes are free of obstruction and can be safely used.
  - That any fire doors are not wedged open.
  - That there are no obvious fire hazards on the Premises.

## **21. Sale of Goods**

The Hirer shall, if selling goods on the Premises, comply with Fair Trading Laws and any code of practice used in connection with such sales.

## **22. Health & Hygiene**

The Hirer shall if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.

## **23. Electrical Appliance Safety**

The Hirer shall ensure that any electrical appliances brought by them into 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.

## **24. Explosives and Flammable Substances**

The Hirer shall ensure that highly flammable substances are not brought into, or used in any part of the Premises and no internal decorations of a combustible nature (e.g. polystyrene, cotton, wool) shall be erected without the prior consent of the HDVH management

## **25. Animals**

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the Premises, other than for a special event and as agreed at the time of booking by the HDVH management. No animals whatsoever are to enter the kitchen at any time.

## **26. Drunk and Disorderly Behaviour**

The hirer shall ensure that no violent or criminal behaviour occurs.

Care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the Premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk or to any person suspected to be under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the Premises.

No illegal drugs may be brought on to the Premises.

## **27. Accidents and Dangerous Occurrences**

The Hirer must report all accidents involving injury to the public or to the HDVH management as soon as possible and complete the relevant section in HDVH's Accident Book (held in the kitchen). Any failure of equipment belonging to the HDVH or brought in by the Hirer must also be reported as soon as possible.

## **28. End of Hire**

**The hirer shall be responsible for leaving the Premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise by the HDVH management.**

**The floor must be swept.** The Hirer shall use only a dry brush or if the floor is marked, a damp cloth, or the mop provided in the store cupboard. No detergents should be used on the floor.

All areas used by the Hirer must be cleared of rubbish including kitchen, toilets, meeting room, main hall and any outside areas used by the Hirer.

**All rubbish must be taken home by the hirer.**

Any contents temporarily removed from their usual positions, especially remote-control units, shall be properly replaced.

If the dishwasher is used it must complete its operation, be emptied and items stored away.

The key must be returned immediately.

## **INSTRUCTIONS IN CASE OF FIRE**

The first duty is to prevent injury or loss of life.

Any person discovering a fire:-

- Shout FIRE to warn others
- LEAVE THE BUILDING by the nearest exit in an orderly fashion closing the door behind you
- ASSEMBLY POINT - at the corner of the car park by and inside the exit to the A39 - Do not block the access for the Emergency Services
- Do not tackle the fire unless you are trained to do so
- Call 999 or 112 and ask for Fire then give the number of the 'phone
- When answered distinctly give the location as **Holford Village Hall on the A39 at Holford, Bridgwater TA5 1SD**
- Don't end the call until the address has been repeated by the Fire Service
- There are NO public telephones on the Premises or in the village
- Once the Building has been evacuated (check all rooms especially the toilets) DO NOT ALLOW ANYONE TO RE-ENTER THE BUILDING for any reason until authorised to do so by the Fire Service

- Upon arrival of the Fire Service, the person in charge of the event must report to the Officer in charge that all persons are safe or should inform him/her of the last position of anyone missing.

## **MAKING YOUR HIRE MORE ENJOYABLE**

The committee wants you to enjoy your time at the Hall. Here are a few tips that may help ....

- *Please contact the Bookings Officer in advance if a specific room temperature is required for the Hire Period*
- *Consider if an additional room might make your event more enjoyable - e.g. if you're hiring the Main Hall perhaps food would be best set out in the Fairfield Room?*
- *Book plenty of time to set up and break down any equipment, store or prepare food items - and please remember you will need to tidy up.*
- *Allow time to familiarise yourself with the equipment, much of which operates via remote-control units. E.g.*
  - *Velux roof lights opening and closing*
  - *Roof light blinds*
  - *Sound system - and Audio mixer for the PA system*
  - *Projector*
  - *Lighting and stage lighting*
- *If you wish to attract the public to your event, talk to our Marketing Team about helping with publicity*