



# Terms and Conditions for Booking Lower Moor Village Hall

**Booking secretary:** all booking requests must be made on the form provided and passed to the Booking secretary. Payment of deposit must be made to the Booking secretary when the keys are collected. A deposit of £50 will be requested to be held against damages and breakages during the booked period and returned on completion.

**Keys:** should be collected from the Booking secretary and returned THE SAME NIGHT unless arrangement agreed for regular users to retain keys. The keys are the responsibility of Hall users as are the keys to the car park.

**Parking:** the hirer is responsible for supervision of car parking. All Hall users have access and are encouraged to use the car park which must be locked at the close of each event. Please do NOT park over the pavement in front of the Village Hall as this causes problems to the disabled, wheelchair users and prams when using the pavement.

Please avoid parking/driving on the field. If you are using the hall for a large event please be sensitive to the local residents.

**Licensed Events:** the hall is licensed for singing, dancing, live music, showing of films and staging of plays, up to 11.30pm Monday to Saturday and on Sunday until 11.00pm. For the sale of alcohol or to extend these times, a Temporary Events Notice (TEN) is required. Please inform the Booking secretary when a TEN is needed, allowing a minimum of 28 days before the event.

**Electricity & Heating:** this is included in the rental charge. Hirers must ensure that all lighting and appliances are switched off before vacating the Hall. NO MORE THAN ONE APPLIANCE ON EACH SOCKET. Lower Moor Village Hall is fortunate to have an up to date heating system with solar panels. The two air to air heat pumps are thermostatically controlled and should not be closed. The thermostat on the wall is a frost stat only and should not be altered. The original panel wall heaters remain in place and in exceptional circumstances these can provide extra heating. Plugs must not be disconnected or changed.

**Fire Regulations:** the maximum hall capacity is 100 people. All exits are clearly marked, have fire alarm buttons and must remain clear and accessible at all times. The main entrance door is an emergency exit and must be kept unlocked when the hall is occupied. It is the responsibility of the hirer to appoint fire stewards and to familiarise themselves with exits and alarm points and position of fire extinguishers etc.

**Access steps and disabled ramp:** The hirer must ensure that the steps and access ramp are safe and clear from impediment and ice or snow. Rock salt should be used to clear or any impediment eg leaves or debris removed.

IN THE EVENT OF A FIRE PLEASE LEAVE THE PREMISES AND CALL THE FIRE BRIGADE

**Fire Extinguishers:** these should only be used by a competent person in the event of a fire. Irresponsible setting off of extinguishers will be charged at £50 per item.

**Nominated Fire Person:** each event should have a nominated fire person.

**Property:** if the hirer brings into the Hall any property or items of equipment with or without permission of the Management Committee or Booking Clerk, these will be the hirers sole responsibility and no liability whatsoever will be accepted by the Management Committee, should any article cause an accident, be lost, damaged or destroyed by any cause.

**Main Hall, kitchen and toilets:** the use of foam or other liquids is forbidden. The wooden may be mopped after spills with warm water only and dried any spills should be wiped up immediately. The committee request that drawing pins, sticky tape, blutac etc are not used and any wall damage will be charged to the hirer.

**Chairs and Tables:** please use the chair trolley provided to transport chairs. Do not drag chairs and tables or other items across the floors. We request that all chairs are stacked at the back of the hall by the store room at the end of the session and not left spread around the hall.

**Cleaning of the Hall, kitchen and toilets:** it is the responsibility of the hirer to leave the Hall, kitchen and toilets in a clean and tidy condition as one would wish to find it. A fine or lost deposit may be imposed on any group leaving the Hall in an unsuitable condition for the next hire. The Village Hall Committee employ someone to clean the hall once per week only and it is the responsibility of the hirer to leave the hall clean. All crockery and cutlery that has been used during a session must be washed, dried and put away in appropriate cupboard.

**Disposal of Rubbish:** all food and containers and recyclable materials must be taken away by the hirer. Plastic bags are available for this purpose in the kitchen cupboard. Black bin waste can be left in dustbin in front of hall for collection.

**Damage & Breakages:** any damage or breakages must be reported to the Booking secretary immediately. Hirers will be held responsible for any damage to the Hall or equipment. Hirers are also responsible for any damage or injury caused by faulty appliances being brought onto the premises.

**External Recreational Equipment:** equipment such as bicycles, scooters, footballs (except softball) are not allowed to be used in the hall as they can cause damage to the floor, fixtures and fittings. If hall users are found to be allowing this to happen they may be requested to discontinue their use of the hall.

**Animals:** are not allowed in the building without agreement of the committee and booking in advance, with the exception of guide dogs. Any fouling or damage incurred must be reported and cleaned up to conform to standard environmental health guidelines.

**Faulty Equipment:** if any equipment is found to be faulty, please report to the Booking secretary as soon as possible.

**Accidents:** any accident must be reported promptly to any member of the village hall committee after initial first aid or urgent help (999 ambulance) are called and full detail recorded in the accident book located with the first aid box in the kitchen. A **First Aid Box** is to be found in the kitchen. Please inform the booking secretary if any of the contents are used in order that they can be replaced promptly.

**Swearing/anti-social behaviour:** is not allowed; please show consideration to the residents of the village.

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

**Smoking:** is not allowed in any part of the building by law. An ash tray is provided outside the hall at the entrance and we request that cigarette stubs are not thrown on the ground in front of the hall or in any of the adjacent areas.

The Village Hall Management Committee reserves the right to cancel any booking at any time and to rescind a block booking under exceptional circumstances.

These Terms are in addition to the Standard Terms which are displayed at the Village Hall.

# Standard Conditions of Hire

These standard conditions apply to all hiring of the village hall. If the Hirer is in any doubt as to the meaning of the following, the Booking Clerk should be consulted.

## **1. Age**

The Hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are met.

## **2. 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. As directed by the Booking secretary, the Hirer shall 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.

## **3. Use of premises**

The Hirer shall not use the premises 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 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.

## **4. 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.

## **5. 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.

## **6. 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.

## **7. Insurance and indemnity**

(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 cartilage 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, and subject to sub-clause (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.

(b) 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 hereunder 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 Booking secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the hall Booking secretary to rehire the premises to another Hirer.

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

### **8. Accidents and dangerous occurrences**

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. Any failure of equipment belonging to the village hall or brought in by the Hirer must also be reported as soon as possible. Certain types of accident or injury must be reported on a special form to the local authority. The Booking secretary will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

### **9. 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. 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.

### **10. Drunk and disorderly behaviour and supply of illegal drugs**

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.

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 nor to any person suspected of being 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 onto the premises.

### **11. Compliance with the Children Act 1989**

The Hirer shall ensure that any activities for children under eight 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 village hall management committee with a copy of their DBS check and Child Protection Policy on request.

### **12. 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.

### **13. 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. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices. Further detail can be found in Village Hall Information Sheet 34, Sale of goods.

### **14. Film shows**

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.

### **15. Cancellation**

If the Hirer wishes to cancel the booking before the date of the event and the village hall is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the village hall. 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.

**16. 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 any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

**17. No rights**

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