



Standard Terms and Conditions of hire

These standard conditions are available to all hirers both in hard and electronic copy, and are made available for all on the Village Hall notice board. If the Hirer is in any doubt as to the meaning of any of the conditions, the Village Hall Lettings Secretary should immediately be consulted.

1. Definitions

- (i) The Village Hall is the building, facilities and associated land situated off the High Street, Wickham Market, Woodbridge IP13 0HE, known as Wickham Market Village Hall
- (ii) Wickham Market Village Hall Management Committee (WMVHMC) is the body responsible for the management of the Village Hall
- (iii) The person named on the Booking Form shall be considered the Hirer. Where a club or organisation is named, the person signing the Booking Form hereby confirms that they do so with the full authority of the club or organisation. The Hirer may not be under 18 years of age.
- (iv) The Lettings Secretary shall be the person, or their deputy, appointed by WMVHMC to oversee the leasing and hiring of the premises to the Hirer.
- (v) Regular Users shall be persons or bodies renting the Village Hall on an open ended weekly, monthly or seasonal basis. To qualify as a Regular User the Hirer must use the Village Hall on at least 6 occasions during the year.

2. Hire

- (i) All applications for hire must be sent to the Lettings Secretary.
- (ii) Regular Users should provide the Lettings Secretary at least annually with a list of bookings for the forthcoming period.

3. Payment of Fees

- (i) The fee and any deposit required will be stated on the Booking Form. Once a booking has been made no increase in fee will be incurred except for any necessary annual increases for Regular Users. At least three months' notice of fee increases shall be given to Regular Users.
- (ii) The deposit, where required, shall be an additional sum paid by the Hirer to WMVHMC as security against damage to the property or for failing to leave the Village Hall in a clean and tidy condition. The deposit is returned to the Hirer subject to satisfactory inspection of the facilities by a representative of WMVHMC following the event.
- (iii) Unless specifically agreed by the Lettings Secretary or WMVHMC in writing, all fees for occasional use shall reach the Lettings Secretary at least 7 days before the period of hire.

4. Keys

- (i) Keys are to be collected and returned by arrangement with the Lettings Secretary. Unless otherwise agreed with the Lettings Secretary, keys should be returned immediately after the period of hire.
- (ii) Regular Users may be loaned one or more keys, with a deposit of £5 per key.

5. Supervision

- (i) The Hirer shall, during the period of the hiring, be responsible for:
 - a. supervision of the premises, the fabric and the contents;
 - b. their care, safety from damage however slight or change of any sort; and
 - c. the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements.
- (ii) As directed by the Hall 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.

6. Use of premises

- (i) The Hirer shall not use the premises (including the car park) for any purpose other than that described in the Hiring Agreement
- (ii) The Hirer shall not sub-let 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.

7. Care of the premises

- (i) No methods of securing notices, etc. (other than "blu-tac") such as drawing pins, tacks, nails, "sellotape" or adhesive are to be used on the walls or ceiling, apart from the pin boards provided.
- (ii) No modification or alteration is to be made to the electrical and plumbing systems and/or to any of the furniture and equipment supplied by the Village Hall without permission from the WMVHMC in writing.

8. Insurance and indemnity

- (i) 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 contents of the premises
 - b. all claims, losses, damages and costs made against or incurred by the Village Hall, its Trustees, 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 Village Hall, its Trustees, 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
 - d. subject to sub-clause (ii), the Hirer shall indemnify and keep indemnified accordingly each Trustee, each member of WMVHMC and the Village Hall's employees, volunteers, agents and invitees against such liabilities.
- (ii) The Village Hall shall take out adequate insurance to insure the liabilities described in sub-clauses (i) a. above and may, in its discretion and in the case of non commercial hirers, insure the liabilities described in sub-clauses (i) b. and c. 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.
- (iii) Where the village hall does not insure the liabilities described in sub-clauses (i) b. and c. 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 secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the Lettings Secretary to rehire the premises to another Hirer.
- (iv) The village hall is insured against any claims arising out of its **own** negligence.

9. Alcohol

The Hirer will be responsible for obtaining a temporary licence for the sale of alcohol. This may be obtained from the Lettings Secretary for a fee. Alternatively a licence may be obtained from any other licensee, or from the local authority in the form of a Temporary Events Notice (TEN). Strict observance of the terms of the licence must be observed, and the licence must be available for inspection by a representative of the WMVHMC or other authorised person, e.g. a police officer, at the time of hire.

10. 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.

11. Music copyright licensing

The hirer shall ensure that the Village Hall holds relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, the hirer holds a licence.

12. 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.

13. Children

- (i) Any child under the age of 8 who is using the Village Hall must be under the care and supervision of a responsible adult. Furthermore:-
- (ii) The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable groups Act 2006 and only fit and proper persons who have passed the appropriate Criminal Records Bureau checks should have access to the children.
- (iii) 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.

14. Fire and Safety

- (i) The Hirer must make themselves aware of all fire notices in the Village Hall and the position and type of all fire extinguishers.
- (ii) The fire exit lights must be switched on whenever the Village Hall is occupied, and switched off when leaving. The switch for the Main Hall is beside the double doors leading into the Hall, and beside the back door for those using the Committee Room.
- (iii) All fire exits and access to fire extinguishers must be kept clear at all times. The fire exit in the main kitchen must be unlocked whenever the kitchen is in use for any reason.
- (iv) Fire doors should not be permanently wedged open. They must be shut swiftly at the time of a fire.
- (v) The Hirer shall ensure that:
 - a. Highly flammable substances are not brought into or used in any part of the premises. No gas bottles or naked flames (other than for reasonable use for birthday candles, etc. are to be used.
 - 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.
 - c. Fireworks are not permitted within the building
- (vi) 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.
- (vii) Up to a maximum of 200 people, including staff and helpers, may use the Village Hall at any one time. However, exact limitations for the required activity should be discussed with the Lettings Secretary prior to booking, as the permitted number of persons may be considerably less for certain activities.
- (viii) The Fire Service must be called to any outbreak of fire, however slight, and details shall be given to the chairman of the management committee.
- (ix) Any use of the stepladders will be entirely at the risk of the user. There should always be two persons present when steps are in use.

15. 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.

16. 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. 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 shall be asked to leave the premises.

17. 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 refrigerators.

18. 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.

19. Stored equipment and personal belongings

- (i) 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.
- (ii) All equipment and other property, other than stored equipment, including personal belongings must be removed at the end of each hiring or fees may be charged for each day or part of a day at the hire fee per hiring until the same is removed.

20. 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, located behind the bar. Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. The Village Hall Lettings Secretary will give assistance in completing this form and can provide contact details

21. Heating

- (i) There are both electric and gas heaters in the Hall. Switches for the overhead electric heaters are in the main fusebox cupboard, located in the corridor to the right of the stage. Electricity consumption by these heaters is very large. Consequently the Hirer is asked to keep their use to a minimum, and to rely on the gas heaters for long-term use.
- (ii) The gas heaters are situated in the Main Hall, the Bar area and the Committee Room. They may be turned on by turning the control knob clockwise, initially up to setting 3 and after a minimum of two minutes, up higher if more heat is required.
- (iii) The Hirer will ensure that gas heater controls are turned back to "N", and that any other heaters are turned off fully before the Hirer vacates the Hall on any occasion.
- (iv) The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the management committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

22. Animals

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.

23. 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.

24. Cancellation

- (i) 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.
- (ii) The Village Hall reserves the right to cancel any hiring by 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.
- (iii) In any such case the Hirer shall be entitled to a full refund of the fee, but the Village Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

25. End of hire

- (i) When leaving the Village Hall the Hirer should read and follow the checklist posted on the noticeboard and behind the bar area – specifically:-
- (ii) The Hirer is asked to maintain the cleanliness of the Village Hall by removing all the rubbish and residues caused by their use of the premises prior to leaving. Floors should be swept and all bins, including those in the Ladies and Gents toilets, should be emptied. Where the Village Hall is left dirty and rubbish not removed the cost of rectification may be deducted from the deposit.
- (iii) After making sure they are clean, tables and chairs should be stacked according to the instructions posted on the notice board and behind the bar area. Crockery, glassware and cutlery is to be washed, dried and returned to their correct cupboards.
- (iv) Toilets must be left clean and serviceable. All wash basin and kitchen sink water taps must be turned off and the basins drained. Any water heating appliances, i.e. kettles and urns should be turned off and drained.
- (v) The Hirer must ensure that all windows and doors are closed, electrical appliances, gas heaters controls are turned to "N", and lights are switched off.
- (vi) The Hirer should ensure that the premises are left properly locked and secured, and that the keys are returned as per the instructions on the booking form.

26. No rights

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