

Guilsborough Village Hall

Terms and Conditions of Hire

These "Terms and Conditions of Hire" apply to all persons hiring ('Hirer') Guilsborough Village Hall, which is managed by the Guilsborough Village Hall Management Committee ('Village Hall').

It is important you read and fully understand the Terms and Conditions before confirming your booking. If you have any questions, please contact the Bookings Secretary. The confirmation of your booking is on the basis of your acceptance of these Terms and Conditions.

The term "Hall" includes all or part of: main hall with stage, small hall, meeting room/committee room, kitchen, toilets, front car park, rear car park.

Booking

Initial booking enquiries should be made online via the Hall's website, or can be by phone (07342 382706) or by email (info@guilsboroughvh.co.uk).

Please give as much notice as possible.

We will review and accept your booking by email.

For one off bookings, you must complete the online booking form and pay the invoice immediately to secure your date.

Regular Hirers will generally be invoiced on a monthly basis and payment will be required within 14 days.

Prepayment in full is likely to be required for block bookings in any instances where a Hirer has previously failed to pay an invoice within 14 days. In these circumstances, the Village Hall reserves the right to refuse access to the hall by a Hirer until payment has been made in full for the use.

All Hirers must be over the age of 21 at the time of booking.

Payment / Damage Deposit

Payment should, if possible be made online. The bank details are given on the booking form.

In the case of parties for any teenage group a deposit of £200 is required to secure the booking which will be payable in addition to the hire costs. A charge will be made against this deposit in the event of any damage caused to the hall or its contents. The damage deposit will be returned to you within three weeks of the hire date, following an inspection of the hall and grounds and providing there has been no damage or complaints from neighbours or the police.

Cancellation by the Hirer

If an occasional / single booking Hirer wishes to cancel the booking before the date of the event the Hirer should do this online via our website or by email (info@guilsboroughvh.co.uk), or by phone (07342 382706), giving a minimum of 14 days' notice. If a booking is cancelled in less than 14 days, the Village Hall reserves the right to charge the full amount for the event.

Hirers who use the hall on a block booking weekly basis must inform the Bookings Secretary if they wish to cancel their booking, for example due to ill-health. The Village Hall reserves the right to charge for bookings if these are not cancelled in writing more than 48 hours in advance.

Cancellation by the Village Hall

The Village Hall reserves the right to cancel any booking or require Hirers to use an alternative area of the Hall by email or written notice to the Hirer in the event of:

- the premises being required for use as a Polling Station, for example for a Parliamentary or Local Government election, or by-election.
- the Village Hall reasonably considering that the function will lead to a breach of licensing conditions (if applicable), or other legal or statutory requirements, or unlawful or unsuitable activities will take place at the premises as a result of this hiring.
- the premises becoming unfit for the use intended by the Hirer (e.g. power cut etc.).
- 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.
- on recommendation of the Government or Local Government to close the facility.
- the Hall being required for any other community event use, such as the for the performance week for the drama society, otherwise this is likely only to be in exceptional circumstances.

In the case of cancellation by the Village Hall, the Hirer shall be entitled to a refund of any deposit/fee already paid, but the Village Hall shall not be liable to the Hirer for any other fees or costs.

Where a Hirer is requested to change the location of their activity e.g. from the small hall to the main hall, the booking charge will not be increased.

Hire Period

The hire period needs to include any setting up time for the event, which will be charged at the same hourly rate. This applies whether the set-up time is the same day or preceding day(s).

The hire period also needs to include sufficient time for clearing up after the event, including replacing tables and chairs, cleaning as needed e.g. sweeping and kitchen surfaces. This clean up time will be charged at the same hourly rate, whether this is the same day or the following day.

If the Hirer prefers to clear up the morning after a late-night party, this must be requested and confirmed at least 48 hours in advance in writing as acceptable by the Bookings Secretary. This agreement will not be unreasonably withheld, and the Hirer will be informed of the time that the hall must be completely tidy and free, ready for the next booking.

The Hirer may request a change to the hire period (day, time) or use other areas of the hall (e.g. main hall rather than small hall) via the Bookings function on the Hall's website, so long as at least

24 hours notice has been given. The Bookings Secretary will confirm whether this change is acceptable, taking into account other users of the Hall.

The Hirer may not use other areas of the hall not included in their booking without the prior written agreement of the Booking Secretary.

End of Hire

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition. Moderate amounts of rubbish may be placed in the hall rubbish bins, but we would appreciate Hirers taking any excessive amounts of rubbish home (particularly bottles and cans). Where the Village Hall incurs additional costs to dispose of rubbish on behalf of Hirers, the Village Hall reserves the right to charge for such disposal, and any costs incurred.

All contents temporarily removed from their usual positions should be properly replaced, the Village Hall reserves the right to make additional charges for cleaning at the rate of £25 per hour. This will be chargeable even if the extra cleaning is undertaken by a volunteer(s).

A supply of bin bags, washing up liquid, rubber gloves, brushes, brooms, scouring pads, mops, buckets, and a vacuum cleaner are provided, but where additional supplies may be required, this will be the responsibility of the Hirer.

The Hirer is responsible for bringing their own tea towels.

It is the responsibility of the Hirer to ensure that the hall is properly locked and secured on completion of the period of hire. The key(s) must be returned to the key safe(s)

Use of Premises

The Hirer shall not use the premises for any purpose other than that described on the booking form and shall not sublet the premises or allow the premises to be used for any unlawful purpose or way, nor allow the consumption of alcohol thereon without prior notification at the time of booking. An alcohol licence will be required if the Hirer intends to sell alcohol, including if this is to be offered as part of an 'inclusive' ticket price, and this can be requested via the booking form.

Furniture and Chairs etc.

The Hirer shall be responsible for arranging the chairs tables and other furniture as they require it. All items must be replaced at the end of the hire period and stored away safely and correctly. For the chairs, please see the diagrams on the trollies.

Alterations

No alterations or additions may be made to the premises nor may any fixtures be installed, or placards, decorations or other articles attached in any way to any part of the premises without the prior approval of the Bookings Secretary. Sellotape or drawing pins must not be used for hanging up decorations, as this will cause damage, which is chargeable.

Supervision, Damage and Deposit

The Hirer shall, during the period of the hiring, be responsible for supervision of the premises and grounds, all contents and the behaviour of all persons using the premises. The Hirer shall notify the Bookings Secretary of any damage, and the Hall reserves the right to charge the Hirer for full replacement of the equipment, or the making good of any damage.

Keys

The front door keys for the village hall are kept in the key safe in the front door porch. The keys for the back double doors to the hall are kept in the key safe at the bottom of the ramp.

The code for the key safes is changed monthly, and the same code is used for both key safes. Regular Hirers will be informed when the code changes. Occasional Hirers will be provided with the relevant key code following receipt of payment for the event prior to the event date. This information will be sent to the email address provided on the booking form.

The back doors are a fire exit and can be used without the keys at all times.

If you wish to keep the back doors openable during your hire, the panic bars on the doors can be pushed in and 'set' using the small allen key – the small round locking holes are on the panic bars themselves (see also the Hall Handbook instructions in the kitchen drawer). These must be 'unlocked' following your hire period and the doors fully closed.

At the end of the period of hire, the keys must be returned to the correct key safe.

Lost keys will be charged to the Hirer.

Should the key not be in the key safe on your arrival at the hall for the start of your booking, please call the Village Hall contacts given on the notice board and use the other doors.

Disabled and buggy access, and bulky equipment access

Access for those with disabilities, buggies or bulky equipment is via the back double doors to the hall. This doorway is directly accessible from the rear car park.

Alcohol Licence

The Village Hall is licensed for most types of entertainment or dance between 10.00am and midnight Monday to Saturday and 10.00am to 10.00pm Sundays.

The Village Hall is licensed for the sale or supply of alcohol during certain times. However, this facility may only be used on condition that:

- the Hirer has formally requested an alcohol license and agreed to pay the necessary alcohol fee charge.
- the Hirer has accepted the Hall's alcohol policy.
- the request has been agreed in principle as part of the confirmation of the booking by the Bookings Secretary.

Any supply of alcohol outside of these arrangements would constitute a criminal offence and will

be considered to be a breach of these Terms and Conditions of hire. In such circumstances, the Village Hall has the right to terminate the hire and any hire fee may be forfeit.

Should an event be cancelled either by the Hirer before 14 days prior to the event, or by the Village Hall under the Cancellation clauses above, any prepayment for an alcohol license will generally be returned to the Hirer.

Use of Wi-Fi

The Hall's Wi-Fi may be used by Hirers. It is the responsibility of the Hirer to ensure that the Wi-Fi use is lawful. The Hirer will be liable for any unlawful use of the Wi-Fi such as illegally downloading or transmitting copyright material.

The Village Hall will not be responsible if the Wi-Fi service becomes unavailable through no fault of the Village Hall, such as loss of service from the broadband provider, whether this is a Scheduled or Unscheduled Outage.

If the Village Hall is notified by the broadband service provider of a Scheduled Outage, the Hall will endeavour to inform booked Hirers. Refunds may be offered if the lack of the Wi-Fi made, or would make, a booking extremely difficult to continue.

Performing Rights License

The Hirer shall ensure that, if appropriate, entertainers hold a Performing Rights Society Licence as the Village Hall does not.

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.

Public Safety Compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, and the Licensing Authority 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.

Means of Escape and Outbreaks of Fire

All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit. The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Bookings Secretary.

It is your responsibility as the Hirer to ensure that everyone attending is aware of the means of escape from the hall. There are three emergency exits: the front door (which has steps); the middle fire door (which has a single low step) and the back doors (which are step free). Please familiarise yourself with them and the fire equipment in the hall, including fire blanket in the kitchen.

The meeting point in the event of fire is on the green.

Health and Hygiene

It shall be the Hirer's responsibility, if preparing, serving or selling food to observe all relevant food health and hygiene legislation and regulations. An electric cooker is available for Hirer's use in the kitchen area and this must be cleaned after use. A refrigerator and a fridge-freezer are also available and may be used by Hirers. Should food be retained in the fridge or freezer past the standard hire period, Hirers should inform the Bookings Secretary and indicate when the items will be removed. The Village Hall reserves the right to dispose of any items left for any extended period of time.

Hirers serving food at the hall, particularly those cooking food, are advised to have someone on site for the event with a current Food Safety and Hygiene Certificate Level 2.

Hirers serving food should ensure that they specifically check for food allergies of anyone attending their event. Hirers are wholly responsible for the safety of people attending their event.

Insurance

The Village Hall is insured against any claims arising out of its own negligence under a public liability policy. The policy also covers the public liability of most non-commercial and charitable events held by Hirers, except in the case of negligence by the Hirer.

Anyone hiring the hall for commercial gain i.e. where a charge is made for attendance other than for the purposes of charitable fund-raising, is required to hold their own insurance. Confirmation of appropriate insurance cover must be provided by commercial operators prior to the Village Hall accepting any booking.

It is the responsibility of commercial Hirers to ensure that their insurance policy is kept current.

For clarity, the following sets out the details of the insurance liabilities.

- (i) You are liable for:
 - (a) costs arising from accidental and malicious loss or damage and for loss or damage arising out of your negligence to any part of the premises including its curtilage [the land including the fences around the village hall, both front and behind] or its contents
 - (b) costs arising from accidental and malicious loss or damage and for loss or damage arising out of your negligence done to our Wi-Fi service
 - (c) all claims, losses, damages, and costs made against or incurred by us, our employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of your use of the premises (including the storage of equipment) and your use of our Wi-Fi service; and
 - (d) all claims, losses, damages and costs made against or incurred by us as a result of any nuisance caused to a third party as a result of your use of the premises and/or the use of our Wi-Fi service, and subject to sub-clause (ii), you must indemnify us against such liabilities.
- (ii) We will take out adequate insurance to insure the liabilities described in sub-clauses (i)(a) and (b) above and may, in our discretion and in the case of non-commercial Hirers, insure the liabilities described in sub-clauses (i)(c) and (d) above. We will claim on our insurance

for any liability you incur but you must indemnify us against:

- (a) any insurance excess incurred and
- (b) the difference between the amount of the liability and the monies we receive under the insurance policy.

- (iii) Where we do not insure the liabilities described in sub-clauses (i)(c) and (d) above, you must take out adequate insurance to insure such liability and on demand must produce the policy and current receipt or other evidence of cover to our the Bookings Secretary. If you fail to produce such policy and evidence of cover, we will cancel this Agreement and re-hire the premises to another Hirer. We are insured against any claims arising out of our own negligence.

Bouncy castles and other inflatables may be used in the hall, on the following terms:

- (i) The prior written agreement of the Village Hall is required before the bouncy castle or inflatable is brought into the hall.
- (ii) It must be supplied by a professional supplier.
- (iii) The professional supplier must have their own adequate insurance – a copy of the insurance certificate must be supplied to the Village Hall at least 10 working days prior to the event.
- (iv) The professional supplier must supervise the use of the bouncy castle (or other inflatable) at all times.

It should be noted that the Village Hall will retain the bouncy castle insurance certificate for a minimum of 3 years following the event.

It should also be noted that the Village Hall does not offer any insurance cover in respect to accidents related in any way to bouncy castles or other inflatables.

Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to a member of the public to the Bookings Secretary 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 must also be reported as soon as possible.

Smoking

We would like to remind all Hirers that Village Hall has a no smoking policy. This includes the village hall car parks at the front and rear of the building.

Explosives and Flammable Substances

The Hirer shall ensure that highly flammable substances (or LPG appliances) are not brought onto the premises. Should any activities be planned involving the use of any flammable substance or any explosive or imitation firearm (including indoor fireworks etc) the Bookings Secretary must be notified before the event takes place.

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.

Safeguarding children, young people and adults at risk

It is good practice for any organisation working with children, young people and adults at risk to have policies in place for their protection.

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. If relevant to the nature of your organisation, you must if requested by the Village Hall Management Committee, provide us with a copy of your Safeguarding Policy and evidence that you have 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 reported.

The Hirer shall ensure that any activities for children such as the showing of films are age appropriate.

Hirers must retain the integrity of the building and re-secure any doors that are used.

All users of the hall should note that groups organising activities for children must comply with law and procedures ensuring the children in their charge are not put in any danger from contact with anyone who may not be a fit and proper person.

IT IS IMPERATIVE that if anyone enters the hall when there are activities for children taking place – they must announce themselves to the adult in charge, even if the person is accessing another part of the hall.

Capacity and Supervision

The Hirer must ensure that the maximum number in attendance at an event should not exceed 135.

Where there are over 100 people attending an event, 3 stewards aged over 21 years must be appointed and be present. It is the Stewards' responsibility to ensure the safety of those present.

If guests are predominantly under 21 years old, a minimum of 4 stewards over the age of 21 years must be present (one to be stationed at the entrance at all times).

Stewards must not be impaired by either drink or drugs, in order to be able to deal effectively with any incident that may occur.

Drunk and Disorderly Behaviour and Supply of Illegal Drugs

In order to avoid disturbing neighbours to the hall and avoid violent or criminal behaviour the Hirer shall ensure that care is taken to avoid excessive consumption of alcohol by any person using the hall. Drunk and disorderly persons **MUST NOT** be permitted on the premises. The Hirer must comply with the separate alcohol policy of the hall which is attached.

No illegal drugs may be brought onto the premises.

Fly Posting

If the Hirer carries out flyposting for an event at the hall the Village Hall cannot be liable for any costs leading from a prosecution by the local authority.

Noise

The Hirer shall ensure that the minimum amount of noise is made on arrival and departure, particularly late at night and early in the morning. All doors and windows must be closed after 10.30pm at night (expect for egress and access) to prevent disturbance to neighbouring residents.

Amplified music

The Hirer shall, if using the Hall's Bluetooth speakers or other sound amplification equipment, comply with any other licensing condition for the premises and keep all noise to a minimum. If complaints are received from neighbours, music should be turned down to a reasonable level. Where the Police or other official (such as Environmental Health Officer) is called to the premises the Hirer **MUST** comply with their legal requests in relation to the music or closure of the event. No reimbursement of the hire fee will be made in such circumstances.

Hirers should inform their entertainers not to use bass boxes, and to ensure the volume is at a respectable level so as not to cause a disturbance to neighbouring houses.

PAT testing for portable electrical items

The Village Hall ensures that all electrical items usually kept within the hall are PAT tested on a regular basis.

Hirers bringing electrical items to the hall are required to ensure that these also have a current PAT test.

Parking

Some car parking is available at the back of the hall and a maximum of two cars can be parked at the front. Other cars should be parked responsibility in the village.

Teenage and Young Adult Parties

We do not accept bookings from Hirers outside of Guilsborough parish for this type of event. If a request is made from a resident living in Guilsborough parish, this request will be considered by the Village Hall Management Committee prior to any decision.

The Hirer must take all precautions to ensure that teenage and young adult events are properly supervised by responsible adults. It will be a condition of hire that the Hirer must ensure that any person is refused entry if it is considered by the Hirer to be likely that the person is carrying alcohol, is under the influence of alcohol, or is in possession of any illegal substance, or under the influence of any such substance.

Any person under 18 years of age found to be in the hall in possession of alcohol or under the influence of alcohol or any person of any age found in possession of or under the influence of any illegal substance MUST be removed and prevented from re-entering the hall.

Updating the Terms and Conditions

Guisborough Village Hall reserves the right to update and amend these conditions without notice.