



Registered Charity No: 302653

Standard Conditions of Hire

The parties to any hiring of Offord Village Hall are:

1. The Village Hall acting by its management committee ("we/us/our"), and
2. An individual hirer, or where the hirer is an organisation, the authorised representative ("you/your").

If you are in any doubt as to the meaning of any of the Conditions, you must seek clarification from us without delay. Where you must seek our consent, tell us about something or give us something, you must speak to and seek consent from the Hall Booking Secretary (bookings@offordvillagehall.org.uk) or, if the Hall Booking Secretary is not available, any of our charity trustees.

Essential Condition

You, not being a person under 18 years of age, accept responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all Standard Conditions relating to management and supervision of the premises are met.

General Information

Contact Telephone numbers

Hirers should telephone Louise Burmeister 07482 572266 or Kathy Millward 01480 812335 in case of difficulty.

Hire Period

30 additional minutes is included free of charge in each hire period for preparation/cleaning up, usually 15 minutes immediately prior to the booking and 15 minutes immediately after. In some circumstances more than 15 minutes may be required, and this should be included in the booking.

Opening and closing the village hall

The Village Hall keys will be collected from and returned to a named individual (normally advised when all fees due have been paid) and, after locking up, must be returned there immediately.

You should ensure that any outside caterers, contractors and bar staff are aware of the hire period and that they will not be able to enter before or leave after the hire period.

You should note that guests are expected to vacate the premises within fifteen minutes of the end of a licensed period. After midnight (unless the event is New Year's Eve) only those helping to clear up the Village Hall should be on the premises.

Payment of Fees

Occasional (Private) Hirers

At the time of the booking you must pay, as a deposit, a minimum of 50% of the cost of the booking plus the Security Deposit (Refundable), normally of £50.00. You must pay the balance of the booking fee **not less than fourteen days before the event** for which you hire the premises.

We will refund the Security Deposit within 28 days of the termination of the period of hire provided that no damage or loss has been caused to the premises and/or contents nor complaints made to the Village Hall about noise or other disturbance during the period of the hiring as a result of the hiring.

Group (Regular) Bookings (e.g. village organisations, regular private hires)

You will be invoiced regularly and expected to pay in the timescale quoted in the invoice. For Village Groups this will be on a quarterly basis and for other regular hirers, this will be on a calendar monthly basis.

Payment and Refund of Fees

Where possible, payments quoting your name and hiring date, should be made direct to the following bank account:

Account: Offord Recreation Hut

Sort Code: 20-74-81

Account Number: 10676160

Cheques should be made payable to **Offord Village Hall**.

Refunds can be made directly to *your* bank account if relevant details are provided to Booking Secretary. Such personal information will be kept secure and used only in accordance with our Privacy Notice.

Cancellation

If you wish to cancel the booking before the date of the event and we are unable to conclude a replacement booking, we may, at our discretion, return the deposit or require payment of the hire fee.

We reserve the right to cancel the booking by giving you written notice in the event of:

- i. the hall being required for use as a Polling Station for a Parliamentary or Local Government election or by-election, or referendum;
- ii. our reasonably considering that (a) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (b) unlawful or unsuitable activities will take place at the premises as a result of this hiring;
- iii. the premises becoming unfit for your intended use;
- iv. 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 we will refund of any deposit already paid, but we will not be liable to you for any resulting direct or indirect loss or damages whatsoever.

Supervision

During the period of the hiring, you will 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. You will be responsible for ensuring that the entrance to the Church or Church way is not obstructed in any way.

As directed by us, you must 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.

Use of premises

You must not use the premises (including the car park) for any purpose other than that described in the Booking Request and must 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 on to the premises anything which might endanger the premises or render invalid any insurance policies covering the premises nor allow the consumption of alcohol without our written permission.

Capacity

There shall, in addition to you, be a minimum of one competent attendant on duty on the premises to assist people entering and leaving, none of whom shall be less than 18 years of age. If most of the audience is under 16, the number of attendants shall be not less than 2. All persons on duty shall have been instructed as to their essential responsibilities in the event of fire or other emergencies, including attention to disabled persons, the location and use of the firefighting equipment available, how to call the Fire Brigade and evacuation procedure.

The number of people on the premises shall not exceed 150. The number of attendants on duty must be not less than one adult attendant for up to 100 persons, two adult attendants for 100-150 persons.

Additional attendants are required if the audience is mostly under 16 (a minimum of one steward for each 50 children or part thereof), or if there are many disabled people present.

See the Hall Premises Licence for further details.

Insurance and indemnity

- 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 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 WiFi 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 WiFi 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 WiFi 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 (i)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 (i)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 (i)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 Booking Secretary. If you fail to produce such policy and evidence of cover, we will cancel this booking and re-hire the premises to another hirer.

We are insured against any claims arising out of our own negligence.

Gaming, betting and lotteries

You must ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

Licences

You are responsible for obtaining and complying with, any additional licenses for activities *not* covered by our Premises Licence¹, or the basic PRS/PPL licence we hold for the performance and playing of music. You should note that we do not have a TV licence **nor are we licensed for the sale of alcohol**. You may only use the premises for "licensable activities" between the hours of 10.00 and 24.00 hours or as otherwise specified in the Premises Licence unless authorised by Huntingdonshire District Council or by us.

You will need to give a Temporary Entertainment Notice (TEN) to the Licencing Authority (HDC) in order to hold any licensable activity (including for the *sale* of alcohol²) not covered by our Premises Licence. The Booking Secretary will advise on the procedure to be followed and authorise the notification in advance. Failure to seek our authority in advance will result in cancellation of the hiring without compensation. You must provide the Booking Secretary with a copy of the TEN endorsed by the Licencing Authority.

The Village Hall holds a Joint Music Licence that covers both the performance of live music and the playing of recorded music on the premises. The licence incorporates charges levied by PRS for Music (on behalf of songwriters, composers and publishers) and PPL (on behalf of records companies and performers). However, some music is specifically **excluded** from the scope of this license, in particular: certain live theatrical performances for which separate licencing may be required, and **the playing of recorded music by anyone (or any organisation) hiring the Village Hall for a commercial purpose** (e.g. aerobics or keep fit classes).

Where appropriate, you undertake to comply with the provisions of the Licensing Act 2003 (and any regulations thereunder) and to indemnify us for any obligations thereunder, in particular to notify the Police Authority as required and not to allow the sale of alcohol to those aged under 18 or to those who are drunk or disorderly.

You must not use or employ anyone to use, any special effects equipment (eg lasers, smoke capsules) without prior permission from HDC.

Safeguarding children, young people and adults at risk

You 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, you must 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).

¹ We are licensed indoors for plays, films, live and recorded music, dance performances and anything similar, from 10:00 to 00:00 (midnight).

² District Council advised that this includes events where entry ticket price includes provision of alcohol e.g. a meal with alcohol.

Public safety compliance

You must comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and our 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.

You must also familiarise yourself with and comply with our health and safety policy and fire procedures. In particular you must ensure that fire exits and escape routes are kept clear at all times, fire doors are not wedged open, exit signs are illuminated and that no obvious fire hazards are on the premises.

You must call the Fire Service to any outbreak of fire, however slight, and give details to our Booking Secretary.

Noise

You must ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning.

Drunk and disorderly behaviour and supply of illegal drugs

Drunk and disorderly behaviour is not permitted either on the premises or in its immediate vicinity. You must ensure that in order to avoid disturbing neighbours of the hall and avoid violent or criminal behaviour, no one attending the event consumes excessive amounts of alcohol and no illegal drugs are brought onto the premises.

Food, health and hygiene

You must, 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 and thermometer.

Electrical appliance safety

You must ensure that any electrical appliances brought by you to the premises and used there are 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 you must make use of it in the interests of public safety.

Stored equipment

You must not store equipment or related kit belonging to you or your organisation in the hall without our permission. This will normally only be approved for village groups or for other 'regular' hirers. Where we authorise you to store equipment you must ensure that it is:

- i) stored neatly in the allocated area of the storeroom (or if appropriate and agreed, in other areas such as the kitchen) and not impinge on other hirers' storage areas;
- ii) checked regularly to ensure that it cannot cause damage (eg sticking wheels) to the hall floor etc; and
- iii) kept to a reasonable minimum, reviewed at least annually, and any surplus items are disposed of.

You must not store inflammable or explosive items in the storeroom.

We accept 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 we will charge fees each day or part of a day at the hire fee per hiring until the same is removed.

We may, in our discretion, dispose of any items referred to below by sale or otherwise on such terms and conditions as we think fit, and charge you any costs we incur in storing and selling or otherwise disposing of the same, in any of the following circumstances:

- i) your failure either to pay any charges in respect of stored equipment due and payable or to remove the same within seven days after the agreed storage period has ended,
- ii) your failure to dispose of any property brought on to the premises for the purposes of the hiring.

Smoking

You must comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. You must 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.

Accidents and dangerous occurrences

You must report to us as soon as possible any failure of our equipment or equipment brought in by you. You must report all accidents involving injury to the public to us as soon as possible and complete the relevant section in our accident book. You must report certain types of accident or injury on a special form to the Incident Contact Centre. Our Booking Secretary will give assistance in completing this form and can provide contact details of the Incident Contact Centre.

The health and safety file is kept in a cupboard in the kitchen. A First Aid box is located in the same cupboard.

Explosives and flammable substances

You must not bring or use any highly flammable substances in any part of the premises, and must not erect any internal decorations of a combustible nature (e.g. polystyrene, cotton wool) without our consent.

Heating

You must ensure that no unauthorised heating appliances are used on the premises when open to the public without our consent. You must not use portable liquefied propane gas (LPG) heating appliances.

Animals

You must ensure that Guide dogs, Hearing dogs and assistance dogs with their owners are allowed on the premises. You should not allow other animals (including birds) to be brought onto the premises.

Fly posting

You must not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and must indemnify and keep indemnified us accordingly against all actions, claims and proceedings arising from any breach of this Condition.

Sale of goods

You must, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, you must ensure that the total prices of all goods and services are prominently displayed, as must be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

Internet Access and Wi-Fi

You may access the internet via the Village Hall's password protected wi-fi network without charge, in accordance with our Internet Use and Wi-fi Policy.

Tables and Chairs

You should ensure that the trolleys provided for moving chairs and tables are used in order to avoid injury. Chairs and tables should be stored in the store area set aside for this purpose. You should note that the covered chairs should not be stacked in more than sixes; neither should more than six be placed on one of the trolleys to move in or out of the store.

End of hire

You are responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise we may make an additional charge. ***You are requested to separate recyclable waste – glass, tins and cardboard - and place in receptacles in cloakroom area, after having ensured that no liquid is remaining in tins, cans or bottles.*** You are also requested to ensure that table tops are wiped clean before being stacked in the storage area.

No alterations

You must not make any alterations or additions to the premises nor install or attach any fixtures or placards, decorations or other articles in any way to any part of the premises without our prior written approval. In our discretion, any alteration, fixture or fitting or attachment which we have approved may remain in the premises at the end of the hiring. Such items will become our property unless you remove them and you must make good to our satisfaction any damage you cause to the premises by such removal.

Faults/Damage/Comments

You are requested to report any faults or damage to the Booking Secretary as soon as possible so that they can be rectified quickly. We welcome comments or observations that you may have about their hire of the Village Hall.

No rights

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

Fire Evacuation Plan

You, or your authorised individual, must take responsibility for familiarising yourselves with the layout of the Hall and the position of fire exits and fire extinguishers, which are shown on the plan of the Hall.

You should also familiarise yourself, from the instructions on each fire extinguisher, with how to operate the particular extinguisher and the purposes for which the particular extinguisher is to be used.

The Village Hall premises are single floor and the layout is not complicated. The Committee Room may be entered or exited through two doors at either end of the room. If you are using this room, you should ensure that both doors are unlocked to facilitate the use of both exit alternatives.

In the event of a fire, you should follow the Halls Fire Evacuation Plan. This is to ensure that the Village Hall is evacuated in an orderly manner using the appropriate exits, and the Fire Brigade called by dialling 999.

You or your authorised individual should:

- shout to occupants to evacuate the Hall through the nearest available exit and to congregate in the far corner of the car park away from the vehicle entrance

- Check that nobody remains in all rooms including the toilets, kitchen and bar and Committee room (if in use).

Telephone

The Village Hall has no telephone so you are advised to bring a fully charged mobile telephone for use in case of emergency.

Power Circuits/Heating

The heating controls are located in the kitchen and a thermostat is in the Main Hall. You should advise Key holders if the Village Hall needs to be particularly warm or cold and should not adjust individual radiators/heaters as this will result in the Village Hall being too cold or hot for subsequent users.

Car Parking

The Village Hall car park adjoins the Hall and will accommodate 20 - 30 cars if they are parked sensibly.

Money and other Valuables

You should note that there are no facilities (eg safe) to secure money or other valuables in the hall. Such items must not be deliberately left or kept on the premises.