

Syderstone Amy Robsart Village Hall

Registered Charity 271842



Booking Terms (13 March 2025)

These standard conditions apply to all hiring of the Village Hall and a copy should be given to all Hirers. If the Hirer is in any doubt as to the meaning of the following, the Booking Manager should immediately 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 to avoid obstruction of the highway. As directed by the Booking Manager, 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 (including the car park if any) 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 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 nor allow the consumption of alcohol thereon without written permission and the relevant licensing agreement (copy to be provided to the bookings manager in advance of booking) being in place.

The maximum number of persons within the village hall building, including entertainers and staff, shall not exceed 99 persons. The hall must be vacated by 12 midnight, unless prior written permission has been granted by the Management Committee.

The premises consists of the following areas (a helpful plan is shown at the back of these terms) which can be booked separately or together on the booking form depending on the user numbers and period of hire (please refer to the separate hiring application form and hire rates for further details).

Main Hall

This consists of the largest space available measuring 11m wide x 30m long and can, if required, be divided into two separate rooms by use of the full height dividing doors.

The hall has a varnished wooden floor, wall heaters, electric blinds on all windows along with the latest audio-visual equipment consisting of a large drop-down electric screen, ceiling mounted projector, DVD player, amplifier and surround sound speakers. HDMI connections for laptops or other equipment are also available.

Taylor Meeting Room

The Taylor room is approximately 11m x 12m and tables can be laid out in a square, rectangular or u-shaped format to accommodate at least 20 people seated.

A wall mounted wide screen TV monitor is also available with HDMI connection for laptops and presentations.

Kitchen

The kitchen is fully equipped with relevant crockery, cutlery and glasses. In addition, a cooker, dishwasher and other electrical appliances e.g. kettles etc are also available for use for which relevant instructions for use will be provided to the Hirer. The kitchen is licensed for the preparation of hot drinks and the reheating of food.

Outside Amenity Space

A large outside amenity space with outside tables along with external electrical connection points is available to accommodate additional hall users and make the most of the summer weather as it is south facing. There is also a small amenity space at the front of the building available to Hirers.

Mobile catering units may be utilised for Hirers events and should be located in the rear amenity area unless

otherwise authorised by the Bookings Manager. Such units must have a valid mobile catering licence along with a valid food hygiene certificate and rating from the Local Authority. The unit must also comply with latest gas, electrical and fire safety regulations along with the latest waste management regulations. Evidence of such compliance shall be provided at the time of booking along with the current public liability insurance.

Other Facilities

Male, female and disabled toilets are available.

The hire of the hall and meeting room includes for the use of both rectangular and round portable tables which are on trollies within the storage area. Adequate seating is also provided.

Electricity for heating and electrical requirements is included in the hire rates.

Wi-Fi is provided free of charge and can be accessed within all parts of the building with the relevant code which will be provided to Hirers.

Emergency

Appropriate fire and first aid equipment are provided, and locations are shown on the plan at the end of these terms. In addition, a publicly accessible defibrillator is located on the outside of the building near the entrance (location on the plan at end of these terms). In any life-threatening emergency telephone 999 (they will provide the defibrillator cabinet access code).

Storage

Should Hirers, who have regular bookings, wish to store their equipment between events, this can be assessed and accommodated where possible and will be charged at an agreed monthly storage cost paid in advance.

Keys

Occasional users will be provided with a code for the key lock situated on the wall adjacent to the front door or allowed access by a Trustee who is present at the time

Regular weekly users will be entrusted with a numbered key to the front door for the period of regular use, along with the padlock key to the vehicular gate, which requires unlocking during the hire period as it is on the fire evacuation route. These keys **MUST** only be held by the single responsible Hirer who signed the booking form and will not in any circumstances be copied or passed onto other individuals. The key **MUST** only be used for the specific bookings made by the responsible Hirer. The Booking Manager may request the return of the key at any time and any lost keys will incur a charge of £100, towards the costs of new locks.

Keys will also be provided to the responsible Hirer to the relevant storage areas that the Hirer has permission to use. The same criteria as outlined above will apply to such keys.

4. 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 curtilage 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 has adequate insurance to insure the liabilities described in sub-clauses (a)(i) above and in the case of non-commercial Hirers, also insures the liabilities described in sub-clauses (a) (ii) and (iii) above.

(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 Village Hall Booking Manager. Failure to produce such policy and evidence of cover will render the hiring void and enable the Village Hall Booking Manager to rehire the premises to another Hirer.

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

5. Selling of alcohol

The village hall does not hold a licence for the sale of alcohol, therefore if the Hirer wishes to sell alcohol they shall obtain the correct licence, at their cost, from the Local Authority licensing authority and provide a copy to the Booking Manager 7 days prior to any relevant event. The Hirer will be responsible for enforcing any terms of such licence.

6. 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.

7. Music copyright licensing

The Village Hall holds relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) for its own events. If the Hirer intends to play recorded or live music, confirmation shall be provided that an appropriate licence has been obtained or is not required.

8. 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.

9. Childcare Act 2006

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. 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 CRB check and Child Protection Policy on request.

10. Public safety compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and the hall's 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. The Hirer shall also comply with the hall's health and safety policy.

The Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to the Village Hall Booking Secretary.

(a) The Hirer acknowledges that they have received instruction in the following matters:

- The action to be taken in the event of fire. This includes calling the Fire Brigade and evacuating the hall.
- The location and use of fire equipment (location shown on plan at the end of these terms).
- Escape routes and the need to keep them clear.
- Method of operation of escape door fastenings.
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
- Location of the first aid box (as shown on plan at the end of these terms).

(b) In advance of any activity whether regulated entertainment or not the Hirer shall check the following items:

- That all fire exits are unlocked and panic bolts in good working order.
- That all escape routes are free of obstruction and can be safely used for instant free public exit
- That any fire doors are not wedged open.
- That exit signs are illuminated.
- That there are no obvious fire hazards on the premises.
- That emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

11. 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.

12. 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 in accordance with the Licensing Act 2003.

13. 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.

14. 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.

15. Stored equipment

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. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

The Village Hall may use its discretion in any of the following circumstances:

(a) Failure by the Hirer either to pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended.

(b) Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in the village hall management committee disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

16. Smoking

The Hirer shall, and shall ensure that the Hirer's invitees, comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises. The Hirer shall ensure that anyone wishing to smoke does so outside of the village hall site and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire or litter.

17. 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. Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. The Village Hall Booking Manager will give assistance in completing this form and can provide contact details of the Incident Contact Centre. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

18. 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.

19. Heating

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. Hirers will receive instructions on the operation of the heating systems.

20. Animals

The Hirer shall ensure that no animals (including birds) except guide or assistance 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.

21. 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.

22. 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.

23. Payment

Hirers are required to pay all hiring fees at least 14 days prior to hire unless otherwise agreed with the Village Hall Bookings Manager.

24. Cancellation

If the Hirer wishes to cancel the booking and the Village Hall is unable to conclude a replacement booking, repayment of the fee shall be at the discretion of the Village Hall. Cancellation later than seven days prior to the booking will forfeit the booking fee in any event.

The Village Hall 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 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.

25. 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 and any contents temporarily removed from their usual positions properly replaced, otherwise the village hall shall be at liberty to make an additional charge. Floor coverings should be adequately protected from damage or staining, any specialist cleaning costs required to be carried out by the village hall will be charged to the Hirer. Any rubbish emanating from the Hirers use of the premises shall be taken away and disposed of in a responsible manner.

26. No alterations

No alterations or additions may be made to the premises, nor may any fixtures be installed or placards, posters, signs, decorations or other articles be attached in any way to any part of the premises without the prior written approval of the Hall Secretary. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Village Hall remain in the premises at the end of the hiring. It will become the property of the Village Hall unless removed by the Hirer who must make good to the satisfaction of the Village Hall any damage caused to the premises by such removal.

27. No rights

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

These booking terms were adopted by the Village Hall Committee on 13th March 2025 and will apply to new bookings from 1st April 2025. Should these terms require any amendment, the committee will consider such and advise Hirers of the changes.

These booking terms are to be read in conjunction with the booking form and appropriate fees at the time of hire.

