

DUNTISBOURNE ABBOTS VILLAGE HALL
STANDARD TERMS AND CONDITIONS OF HIRE

(This document is an integral Annex to the DAVH Booking Form and Hire Agreement)

These Standard Terms and Conditions of Hire apply to all hiring of the Duntisbourne Abbots Village Hall (DAVH) and form an integral part of the contractual obligations of the Hire Agreement. If the Hirer is in any doubt as to the meaning of the following, the Booking Secretary or any member of the Management Committee should be consulted immediately.

PLEASE ENSURE THAT YOU HAVE READ AND UNDERSTAND THESE STANDARD TERMS AND CONDITIONS OF HIRE BEFORE SIGNING THE BOOKING FORM

For the purposes of these Standard Terms & Conditions, the term "Hirer" shall mean an individual hirer or, where the hirer is an Organisation, the authorised representative.

1. HIRE CHARGES

1.1 Please refer to the separate Hire Charges information sheet for Local Residents / Regular Users / Non-Resident hire rates.

1.2 **Rating System**:

1.2.1 Locals: Anyone resident in the villages of Duntisbourne Abbots, Duntisbourne Leer, Duntisbourne Rous and Middle Duntisbourne. Residents may not hire the Hall on behalf of a non-resident. The Booking Secretary reserves the right to ask for proof of residence.

1.2.2 Regular Users: Regular Users are those who book the Hall to provide regular special interest groups – eg Women's Institute etc. The criteria applied to qualify for Regular User status is the booking of a minimum of 3 sessions within a year.

1.2.3 Non-Resident: A Hirer living outside the villages listed under 1.2.1 above.

2. DEPOSITS

2.1 A Booking Deposit of £250 is payable by 'Non-Residents' at the time of booking – the Booking Secretary does have some discretion on this point which allows for the exact nature of a particular booking (eg Funeral) and its duration etc. For certain types of events/activities/functions the Management Committee also reserves the right to charge 'Local Residents' a booking deposit - this includes bookings for both the use of the DAVH and/or its equipment. Any deposit paid will be banked at the time of payment but will be refunded within 21 days of the termination of the hire period - provided that there has been no damage, loss or contravention of the Standard Terms & Conditions of Hire. Should the Hall require additional cleaning and/or replacement of broken/damaged items, an appropriate deduction will be made from the deposit – the sum due being determined at the sole discretion of the Management Committee.

3. PAYMENT

3.1 Local Residents: The full hire charge (and any deposit that may be requested) is to be paid in full at the time of booking and is to be submitted in-tandem with the Booking Form and Hire Agreement.

3.2 Regular Users: Users will be invoiced in advance periodically (at a pre-agreed frequency) and payment is sought within 21 days from the date of invoice.

3.3 Non-Residents: The hire charge together a deposit of £250 (or as advised) must be paid in full at the time of booking with payment being submitted in-tandem with the Booking Form and Hire Agreement - payment made must clear before the date of hire.

3.4 Booking Confirmation. Bookings will only be confirmed once the completed and signed Booking Form and Hire Agreement has been received together with full payment of both the hire charge due and any deposit required/requested. Method of Payment: Cheque only made payable to "Duntisbourne Abbots Village Hall".

4. REFUSAL OF BOOKINGS

4.1 The Management Committee reserves the right to refuse a booking without notice. The Hall is not available for Hire to anyone under the age of 21 years.

5. CANCELLATIONS AND UNFIT FOR USE

5.1 Cancellations made less than 14 days before any booking will be charged at 50% of the full hire charge. Cancellations of any booking made 7 days or less before the booking will be charged at the FULL cost of the booking. Cancellations made 14 days or more before a booking will result in the full reimbursement of any money paid. In all cases cancellation will result in the refund of any deposit paid. Any variation to these rules will be at the sole discretion of the Management Committee.

5.2 The DAVH reserves the right to cancel any hiring by written notice to the Hirer in the event of:

5.2.1 The premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election.

5.2.2 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.

5.2.3 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.

5.2.4 The premises becoming unfit for the use intended by the Hirer or, for any other reason at the sole discretion of the Village Hall Management Committee.

5.3 In any such case the Hirer shall be entitled to a full refund of any deposit and hire fees already paid, but the DAVH shall NOT be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever and shall NOT be liable to make any further payment to the Hirer.

6. SUPERVISION AND HIRERS RESPONSIBILITIES

6.1 Responsibilities of Hirer. The Hirer shall, during the period of the hire, be responsible for:

- The supervision of the premises, the fabric and the contents – including the due care and safety from damage, destruction or condition change of any sort.
- Taking all reasonable precautions to ensure the health, safety and wellbeing of all those attending (in whatever capacity) the event/activity/function for which the DAVH has been hired.
- The supervision and behaviour of all persons using the premises - whatever their capacity.
- The supervision of car parking arrangements so as to avoid nuisance, obstruction of the highway and to allow clear access to the site by Emergency Vehicles.
- Nominating, if not the Hirer in person, a responsible person who will be in attendance throughout the whole time of the event and who will be responsible for taking charge in the event of any emergency or incident.

6.2 Damage Liability. As directed by the Management Committee, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings, equipment and for loss of contents. The Hirer must liaise to ensure all activities and use of the building and property are cleared in advance through the Booking Secretary (and in consultation with the Chairman if necessary).

6.3 Fire Safety Capacity Limits. In accordance with Fire Authority rules, the **maximum** number of persons who may attend any function within the DAVH is **75**. However, Hirers should carefully consider the upper safe attendance limit (not exceeding 75 under any circumstance) based upon: the type of function/activity/event they are organising; how they intend to lay-out the Hall; and how they intend to use the space. For example, an event involving a standing audience for a short address from the Stage will be able to accommodate more people than an event where people are seated at tables and perhaps involving dancing and/or some form of performance. In all cases the Hirer must ensure numbers are kept within a safe tolerance to allow for the rapid and unimpeded evacuation of the Hall in the event of an emergency developing.

6.4 Authorised Use of Premises. The Hirer will, during the period of the hire, ensure that the premises will only be used for the purpose described in the Hire Agreement and will 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. Further, the Hirer will not use the premises or allow the premises to be used for any purpose which brings the DAVH into disrepute.

6.5 Noise. The Hirer is responsible for preventing any undue noise. In particular, it is a requirement that music shall be inaudible outside the Hall from 22:30 hours to avoid disturbing neighbours – noting it may be necessary to close the

windows. Further, the hirer shall take all precautions to ensure people do not gather outside the Village Hall and cause a nuisance to residents who live nearby.

7. LICENCE REQUIREMENTS

Premises Licence – Regulated Entertainment and Sale/Serving of Alcohol

7.1 Following the Licensing Act 2003, Village Halls must hold a Premises Licence to cover events classified as "Regulated Entertainment" (this includes [subject to certain conditions] performance of plays, dance, live music, playing of recorded music, discos, showing films and indoor sporting events) as well as a licence to cover the sale/supply of Alcohol.

7.2 All Hirers should note that Duntisbourne Abbots Village Hall does NOT hold a Premises Licence and thus is NOT licenced for either 'Regulated Entertainment' or for the sale/supply of alcohol. In accordance with the Licencing Act 2003 any Hirer wishing to either provide 'Regulated Entertainment' and/or serve alcohol must ensure they submit a Temporary Events Notice (TEN) to Cotswold District Council (the Licencing Authority) - the TEN is used to authorise any ad hoc event. If you are in any doubt as to whether your event is licensable, and thus requires a TEN, then the **Hirer** should speak to the local licencing authority at CDC – Tel: 01285 623000 or http://www.cotswold.gov.uk/business/licences-permits/

7.3 It is the responsibility of the Hirer to apply and pay for the TEN. TENs must be applied for from Cotswold District Council (the Licencing Authority) AT LEAST TEN DAYS prior to the event. The current Council fee to Hirers for a single event is £21.00. If you intend, or need to, apply for a TEN, you must advise and obtain the permission of the Booking Secretary prior to your application as the VILLAGE HALL is only allowed a maximum of 12 x TENs per annum. If your event is subject to a TEN you must produce the approved TEN to the Booking Secretary prior to the event.

Music Licence

7.4 The Performing Right Society (PRS) administers licences for both the PRS and Phonographic Performance Ltd (PPL). DAVH does NOT hold a licence with the Performing Right Society (PRS) for the performance or playing of copyrighted music, nor a licence with the Phonographic Performance Limited (PPL) for the playing of recorded music. If music is to be played or performed in the course of any hire then a licence is required.

Gaming, Betting and Lotteries

7.5 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.

General Licence Provisions and Responsibilities of the Hirer

7.6 The Hirer is responsible for applying for and gaining (in advance of the event) any Licence(s) necessary for the conduct of the proposed activity and, further, for ensuring that all conditions relating to any License granted are met and for ensuring that timings are strictly adhered to.

Licenced Hours

7.7 It is a condition of booking that the Bookings Secretary is advised, and agrees in advance, if a planned finish time is to be later than 23:00 hours – in all cases events and activities must finish by 23:30 hours at the latest and the premises cleared by 23:59 hours. Late sessions are at the sole discretion of the Booking Secretary and Management Committee. Licensed hours (if a TEN has been applied for and granted) must be strictly adhered to.

8. INDEMNITY

8.1 The DAVH holds Public Liability insurance for its own use. **Strictly subject to prior agreement** by the DAVH (as policyholder) only, public liability insurance is available to charitable organisations, not-for-profit groups and individuals using DAVH premises when hired or loaned to them. Any organisation, group or individual seeking public liability insurance cover from DAVH under this clause must:

8.1.1 Satisfy the qualification requirements;
8.1.2 Formally apply to the Booking Secretary for the extension of such cover;
8.1.3 Ensure all proposed activity is fully disclosed at the time of request for cover;
8.1.4 Ensure they receive formal written confirmation of cover from the Booking Secretary at the time of booking;
8.1.5 And, most importantly, must download, read and comply with the following documents provided by the DAVH insurers:

8.1.5.1 'Hirers' Public Liability Summary of Cover' – this provides a summary of the Hirer's Liability cover which is provided under our policy and explains the policy terms with which the Hirer must comply.

8.1.5.2 'Hirers' Public Liability Extension' – this contains all the terms, conditions, exclusions and specials requirements that the Hirer must comply with.
8.1.5.3 A copy of both documents is available at our website www.e-voice.org.uk/theduntisbournes/village-hall

8.2 It is the Hirer's responsibility to check the details of our public liability insurance to ensure the adequacy or otherwise of the cover provided against their requirement - if the cover provided is inadequate, then it is the responsibility of the HIRER to arrange and put in place the necessary Public Liability Insurance cover.

8.3 This liability cover does not extend to regular user groups, commercial hiring of the Hall or to any event for which a charge is being made – in these instances Hirers must have their own liability cover in place.

8.4 Please note that Commercial and Business activities also include bands, discos, hog roasts, caterers and organisers of user groups etc. who must have their own insurance in place. It is the responsibility of the Hirer to check that relevant current and valid insurance cover is in place.

8.5 The HIRER shall be responsible for the cost of repair of any damage done to any part of the property including the curtilage thereof or the contents of the building which may occur during the period of hire as a result of the hiring.

9. INSURANCE COVER

9.1 It is a requirement that all commercial and fund raising hire/use of the Village Hall, as well as any event where a charge for entry is being made (less fundraising events run by the DAVH Management Committee of Trustees) should hold their own insurance cover including public liability to cover activities for which they are responsible in and around the Hall.

10. POLICY ON CHILD PROTECTION AND COMPLIANCE WITH THE CHILDRENS' ACT 1989

10.1 The Management Committee is fully committed to Child Protection. Individual Hirers must be fully aware of their responsibilities for a duty of care for children, young people and vulnerable adults attending events in the Hall. Hirers must ensure that any activities attended by children, young people and vulnerable adults comply with current legislation relating to protection and must further ensure full and appropriate supervision of all children's activities and that only fit and proper persons have access to children.

10.2 Specifically the Hirer shall ensure that any activities for children comply with the provisions of the Children Act of 1989 and that (where appropriate) only fit and proper persons who have passed the appropriate Criminal Records Bureau (CRB) checks have access to the children - checks may also apply where young people and/or vulnerable adults are taking part in activities.

11. PUBLIC SAFETY COMPLIANCE

11.1 The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Licensing Authority (if any licence has been applied for and granted) 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. Further, the Hirer is to comply with all appropriate legislation relevant to the particular type of event/function/activity being organised and also comply with DAVH information sheet "Safety Information for Hirers".

11.2 The Hirer acknowledges that they have read and understood the DAVH "Safety Information for Hirers" information sheet and received instruction in the following matters:

- The action to be taken in the event of a fire – this includes calling the Fire Brigade and evacuating the Hall.
- The location and use of fire equipment.
- Escape routes and the need to keep them clear.
- Method of operation of escape door fastenings.
- Use of fire fighting equipment provided.

11.3 At the beginning of the Hire period, the Hirer shall check and/or ensure:

- That all fire exits are unlocked and in good working order.
- That all escape routes are free of obstruction and can be safely used.
- That any internal fire doors are not wedged open.
- That exit signs are illuminated.
- That there is no fire hazard on the premises.

- That they have briefed all guests and visitors about what to do in the event of an emergency at the beginning of the activity/event/function.

11.4 The Hirer further acknowledges that the Emergency Services and the Village Hall Management Committee have the right to enter the Village Hall without hindrance at all times.

12. ELECTRICAL APPLIANCE SAFETY

12.1 The Hirer shall ensure that any electrical appliances brought by him/her to the premises are PAT tested, so that they are in good working order and should be used in a safe manner in accordance with the Electricity at Work Regulations 1989. The Hirer shall also ensure that all electrical appliances brought on to the premises by other suppliers such as bands, discos, and caterers have been PAT tested with appropriate certification.

13. EXPLOSIVES AND FLAMMABLE SUBSTANCES

13.1 The Hirer shall ensure that:

- Highly flammable substances are not brought into, or used in any part of the premises.
- 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.
- Candles and T-Lights may be used in table decorations but they must be checked as being safe and securely fixed. They should not be placed near any flammable materials. All candles must be extinguished before dancing takes place.
- No gas cylinders are to be brought into, or used in, any part of the premises.

14. FOOD HANDLING POLICY

14.1 Please note that, in its current configuration, the DAVH kitchen is **only** intended as a servery for the serving of foodstuffs prepared off-site. The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations and adhere to the guidance provided on the DAVH Kitchen Notice Board. Hirers of the Hall may use the kitchen facilities and equipment but the DAVH Management Committee does not accept any responsibility or liability for any damage, injury or illness arising from the use of this facility/equipment. If used, all equipment must be thoroughly cleaned at the end of the period of hire and left ready for use by any subsequent hirer.

15. ACCIDENTS, DANGEROUS OCCURENCES AND NEAR-MISSES

15.1 A general/generic DAVH Health and Safety (H&S) Risk Assessment has been produced in an attempt to prevent avoidable accidents and this is posted on the Management Committee Notice Board in the Village Hall and is also available on our website – www.e-voice.org.uk/theduntisbournes/village-hall. Beyond the general provisions of the DAVH H&S Risk Assessment, it is the responsibility of individual hirers to produce their own H&S Risk Assessment for any specific activity that they are delivering during their period of hire.

15.2 All Accidents (including near-misses) must, by law, be recorded in the DAVH ACCIDENT BOOK which is located on the Management Committee Notice Board. The Hirer must report any accidents involving injury to the public to the Management Committee as soon as possible in order that the Committee can take steps to avoid similar future incidents. Certain types of accident or injury must be reported on a special form to the Health & Safety Executive (H&SE) and/or Local Authority – this is in accordance with the Reporting of Injuries Diseases and Dangerous Occurrences Regulation (RIDDOR) 1995.

15.3 Any faults or failure occurring to the fabric of the Village Hall or equipment provided must be recorded in the MAINTENANCE BOOK located on the Management Committee Notice Board – faults or failures should also be reported to the Booking Secretary as soon as is reasonably possible.

16. ACCESS

16.1 Keys. Unless advised otherwise, the Bookings Secretary will give direction/authority as to the arrangements for the collection and return of keys.

16.2 Parking. There are parking spaces in the main car park for up to 14 cars with up to 3 disabled parking spaces available at the front of the Village Hall. Please do not allow parking on the road as this obstructs the transit of other road users and presents a hazard.

17. HEATING AND HOT WATER

17.1 Floor Mounted Storage Heaters. Latent heating is provided by floor mounted electric storage heaters located in the Main Hall which, as a fuel efficiency measure, are usually only switched on during cold weather periods. The storage heaters operate at times and at a temperature which is pre-set - please do NOT change any setting or adjust in any way.

17.2 Ceiling Mounted Radiant Heaters. Should additional heating be required ceiling mounted radiant heaters are provided and are each operated independent of each other by pull cord on/off switches. All ceiling mounted radiant heaters are wired on a single timing circuit with a 'time-lag' master switch located in the kitchen which must be activated first before switching on individual radiant heaters. At the end of your session please ensure individual radiant heaters are turned off.

17.3 Hot Water Heaters. Two hot water heaters are provided in the kitchen – one suitable for use in the preparation of hot beverages and the other for use in the provision of hot water for washing up and cleaning. Full instructions for use are provided in the kitchen adjacent to these hot water heaters and are to be fully complied with.

18. BREAKAGES

18.1 Any breakages or damage must be reported to the Booking Secretary. Replacement costs and or repair charges will be the responsibility of the Hirer. All Breakages or Damage are to be reported to the Booking Secretary.

19. DECORATIONS

19.1 We regret that no Blu-Tack, sellotape, staples, drawing pins or nails may be used on the walls or ceilings. All decorations and fixings must be removed at the end of the Hire Period.

20. HIRER'S EQUIPMENT, PROPERTY AND MONEY

20.1 The DAVH accepts no responsibility or liability for any equipment, money or any 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 must be removed at the end of each hire period or storage fees will be charged for each day or part day (each day being charged at the original hire fee rate applied to the booking) until the same is removed. The Village Hall may use its discretion in any of the following circumstances:

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

20.1.2 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.

20.2 No Hall property should be removed from the premises without permission.

21. DANGEROUS AND UNSUITABLE PERFORMANCES

21.1 Performances/activities involving danger to the public or of an unsuitable nature shall not be given.

22. DISABLED FACILITIES

22.1 In addition to the designated disabled parking spaces, Duntisbourne Abbots Village Hall provides level access to the Main Hall through the side door adjacent to the right side of the Stage. All doors are wide enough for wheelchair access and the WC is suitable for Disabled use.

22.2 The Hirer is responsible for ensuring that disabled persons are made aware of the evacuation procedure in the event of an emergency.

23. NOTICE BOARD

23.1 Village organisations/regular user groups are welcome to place notices of forthcoming events on the external Notice Board in the Village Hall Entrance Porch – please remove when the event is over. The Management Committee reserve the right to remove notices.

23.2 Nothing should be fixed to walls or doors of the DAVH without permission. Please do not post or remove any Management Committee notices located on the Notice Board within the Main Hall as it is a legal requirement for these to be displayed.

24. ANIMALS

24.1 The HIRER shall ensure that no birds or animals, except guide dogs, are brought into the Hall, other than for a special event agreed by the Management Committee. No animals are allowed in the Kitchen AT ANY TIME. If any animal fouls the DAVH curtilage the owner is responsible for removing and appropriate disposal.

25. FLY POSTING

25.1 The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the DAVH and shall indemnify the Management Committee 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.

26. SALE OF GOODS

26.1 The Hirer shall, if selling goods on the premises, comply with the Fair Trading Laws and any code of practice used in connection with such sales. In particular the Hirer shall ensure that the total price 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 Manufacturer's Recommended Retail Prices.

27. NO RIGHTS

27.1 The Hire Agreement constitutes permission only to use the premises in accordance with the provisions of said Hire Agreement only and confers no tenancy or other right of occupation on the Hirer.

28. SMOKING

28.1 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.