

Rockbourne Village Hall Terms and Conditions - Contents

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Rockbourne Village Hall Terms and Conditions of Hire

Part 1: Standard ACRE Conditions of Hire

These Standard Conditions of Hire are based on the Model Conditions of Hire issued in February 2009 by Action for Communities in Rural England (ACRE) and approved by the Charities Commission. If the Hirer is in any doubt as to the meaning of the following, the Secretary or Caretaker should be consulted.

Rockbourne Village Hall (the Hall) is administered by its Management Committee (the Committee) according to the terms of a governing Deed, a copy of which may be viewed on request to the Secretary. Members of the Management Committee are also trustees of the charitable trust to which the Hall belongs. The Committee is responsible under the authority of the Charities Act for the enforcement of all relevant laws and regulations.

Hirings are made on the basis of a Hiring Agreement between the Committee and the Hirer who signs the Agreement. The Hirer is responsible for ensuring compliance with these Conditions of Hire.

The Hall is a NON SMOKING venue in accordance with the law.

Supervision

The person who signs the Hiring Agreement is the Hirer, and is personally responsible during the period of the hiring for:

- supervision of the premises, the fabric and the contents;
- the care of the premises, safety from damage however slight or change of any sort;
- 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.

As directed by the Secretary, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

Use of Premises

The Hirer shall not use the premises 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 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.

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.

Licences

The Committee holds a Premises Licence: details are set out in **Part 2: Special Conditions of Hire**. If any other licences, including a Performing Rights Licence, are required in respect of any activity in the Hall the Hirer should ensure that they hold the relevant licence.

Public Safety Compliance

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

- (a) The Hirer acknowledges that they have received instruction in the following matters:
- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
 - The location and use of fire equipment located as shown in the diagram which is on the wall by the front door.
 - 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.
- (b) In advance of an entertainment or play 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.
 - That any fire doors are not wedged open.
 - That exit signs are illuminated.
 - That there are no obvious fire hazards on the premises.

Means of escape

(a) All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.

(b) The emergency lighting supply illuminating the two emergency exit signs in the main hall are permanently turned on.

Outbreaks of fire

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to Caretaker or Secretary.

Health and hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are provided with a refrigerator and thermometer.

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.

Indemnity

(a) The Hirer shall indemnify and keep indemnified each member of the Committee and the Hall's employees, volunteers, agents and invitees against (i) the cost of repair of any 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 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 suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer.

(b) The Hirer shall if necessary take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against the Hirer's liability under paragraph 10(a) and all claims arising as a result of the hire.

The Committee is insured against any claims arising out of its own negligence.

Accidents and dangerous occurrences

The Hirer must report all accidents involving injury to the public to a member of the Committee as soon as possible and complete the relevant section on the End of Hire Checklist. Any failure of equipment belonging to the Hall or brought in by the Hirer must also be reported as soon as possible. Certain types of accident or injury must be reported on a special form to the local authority. The Secretary will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

Explosives and flammable substances

There is a total ban on the use of fireworks or any form of pyrotechnics in or around the Hall. The hirer shall ensure that:

- (a) Highly flammable substances are not brought into, or used in any part of the premises
- (b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Committee. No decorations are to be put up near light fittings or heaters.

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 Committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

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. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18. 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. No illegal drugs may be brought onto the premises.

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 Committee. No animals whatsoever are to enter the kitchen at any time.

Compliance with the Children Act 1989

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons who have passed the appropriate Criminal Records Bureau checks have access to the children for any regular or overnight activities (checks may also apply where children over eight and vulnerable adults are taking part in activities). The Hirer shall provide the Committee with a copy of their Child Protection Policy on request.

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 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.

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. Further detail can be found in Village Hall Information Sheet 34.

Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the Committee is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Committee. The Committee reserves the right to cancel this 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 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 Committee shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

End of Hiring

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 Committee shall be at liberty to make an additional charge.

Noise and nuisance

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning, and that the noise level and behavior at their function are not such as to cause inconvenience, annoyance or offence to occupiers of nearby houses.

The Committee reserves the right to terminate a booking where the Hiring has become disorderly or where offensive material or behavior is in evidence.

Stored equipment

The Committee 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 Committee may, in its discretion in any of the following circumstances:

- (a) in respect of stored equipment, failure by the Hirer either to pay any storage charges due and payable or to remove the same within 7 days after the agreed storage period has ended
- (b) in respect of any other property brought on to the premises for the purposes of the hiring, failure by the Hirer to remove the same within 7 days after the hiring dispose 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.

No alterations or attachments

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

No rights

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

Part 2: Special Conditions of Hire

The Special Conditions of Hire are set from time to time by the Rockbourne Village Hall (the Hall) Management Committee and form part of each Hiring Agreement concluded with the Hirer. The Caretaker is supervised by the Secretary and acts on behalf of and with the authority of the Committee.

Bookings and Hiring

The Hirer must be 21 years old or over.

When the Hirer is not known to the Caretaker or the Secretary, the Hirer may be asked to produce personal identification and proof of address.

Bookings will only be accepted on a completed Hiring Agreement form (Annex A) submitted to the Caretaker or Secretary together with the due payment.

Regular and block bookings will be provisional until payment is made and in any case for any dates over a rolling period of six months ahead unless otherwise agreed. The Caretaker will advise the Hirer of any such bookings or any potential clashes.

Payment Terms

A deposit of 50% of the Hiring Fee is payable with the initial booking and acts as confirmation of the booking. The balance of the Hiring Fee and the Refundable Bond are payable in full at least 4 weeks before the event. Electricity penalty charge: £3 per heater per 12 hours, up to 72 hours undiscovered.

Maximum capacities

The maximum permitted numbers which may be accommodated are as follows:

- Main Hall – 150 persons standing, 86 seated lecture style, 72 seated at tables
- Gallery: 50 persons standing, 24 seated
- Meeting Room – 10 persons

Sample table layouts for the main hall are available on the website www.rockbournevillagehall.co.uk) or from the Caretaker.

Premises Licence

The Committee holds Premises Licence No. 1168/2 with the following permissions (indoor only):

- Performance of a play: 10:00-22:30 daily
- Exhibition of a film: 10:00-22:30 daily
- Indoor sporting events: 10:00-23:30 Mon-Sat, 10:00-22:30 Sun
- Performance of live music (may occasionally be amplified): 10:00-23:30 Mon-Fri, 10:00-22:00 Sun
- Playing of recorded music: 10:30-22:30 Mon-Fri, 10:00-22:00 Sun
- Performance of dance: 10:00-23:30 Mon-Fri, 10:00-22:00 Sun
- Entertainment facilities for making music – Piano: 10:00-23:30 Mon-Sat, 10:00-22:00 Sun
- Entertainment facilities for dancing: 10:00-23:30 Mon-Sat, 10:00-22:00 Sun
- Supply of alcohol for consumption ON the premises only: 11:00-23:00 Mon-Fri, 11:00-22:00 Sun
- Opening hours: 24 hours daily

The Committee does not hold licences for Performing Rights; Hirers should be aware that royalties may be payable where music, films, plays etc. are performed or shown.

Hiring terms

The following terms apply to hirings by individuals for their own or charitable use; terms for regular and commercial use are subject to specific agreement.

- (a) The Hiring Fee is calculated according to the Hiring Rates published from time to time by the Committee.
- (b) A deposit of 50% of the Hiring Fee is payable on the initial booking and acts as confirmation of the booking.
- (c) The Refundable Bond* is payable together with the balance of the Hiring Fee.
- (d) The balance of Hiring Fee and Refundable Bond are payable in full at least 4 weeks before the event. If the full payment is not received before this time the booking will be deemed cancelled by the Hirer and cancellation terms will apply.

*A Refundable Bond of is required against damage or loss incurred to the premises and contents by the Hirer or persons associated with the event, at rates shown in the Hiring Charges and which may be varied at the absolute discretion of the Committee. The Bond will normally be repaid in full 14 days after the event unless damage, loss or extra cleaning is deemed necessary. Deductions will be made before any refund, and extra charges may be levied if, in the opinion of the Committee, cleaning, damage or loss, exceed the value of the Bond. Any refund of the Bond will be delayed until the full extent of costs has been assessed.

Cheques will be cashed to account upon receipt.

Care of the premises and contents

The fabric, fittings and contents of the Hall have been extended, refurbished, upgraded and replaced at considerable cost to a high standard, with a solid wood sprung floor in the main hall. The following instructions are to be strictly observed and enforced by the Hirer.

- **The main hall floor** is high quality softwood. On no account is anything to be dragged across it: a special trolley is provided to move chairs, and any other moveables, including tables, are to be lifted; shoes with steel tipped or nailed heels are not allowed.
- **Attaching items:** No items, such as decorations, photos etc., are to be taped, stuck, pinned or otherwise attached to any part of the walls, woodwork or fittings. There is a pulley system to suspend decorations from the walls which may be used only after briefing indicated on the Hiring Agreement.
- **Chairs** are kept in the Store Room in stacks 5 chairs high in 3 rows facing the outside wall.
- **Tables:** **Folding tables** are stowed folded vertically against the outside wall as indicated in the Store Room. **Bridge tables** are stowed in the Store Room vertically below the electricity control box. The Committee Room Table must not be dragged: doing so will cause damage for which a charge will be made.
- **Kitchen appliances** are to be used only by competent persons aged at least 16. The dishwasher must be emptied and drained before the kitchen is closed after use. The cooker, microwave, warm cupboard, fridge, water heater, kettle and dishwasher are to be left switched off at their wall switches.
- **Kitchen equipment and utensils** used must be checked against the inventory displayed in the relevant space and replaced clean in their proper marked storage.
- **Audio equipment** may only be used by a person instructed in its use and specifically authorised in the Hiring Agreement. The video projector is not to be used or touched.
- **Cleaning and condition:** the Hall should be found clean and ready in all respects for use by the Hirer. The Hirer should inspect the Hall at the beginning of the hiring and report any deficiencies, defects or shortcomings to the Caretaker as soon as possible, preferably prior to the period of use. Before vacating the Hall the Hirer is responsible for ensuring that the Hall is left fully fit for

the next hiring, in particular that all surfaces, floor coverings, appliances, equipment and utensils are thoroughly cleaned and, where appropriate, returned to their proper storage. Any damage, breakages or defects must be reported on the End of Hiring Checklist.

Heating

- **The Main Hall, entrance hall and gallery** have night storage heaters which are pre-set to provide constant background heat during the winter months: under no circumstances must the timers or switches on the heaters or the red wall switches be altered. Additional heat can be obtained in the **Main Hall** by switching on the white switches on the wall labelled FAN HEATER which activates a 2kw heater within each unit. It is imperative that they are switched off after use.
- **The Committee Room, kitchen, store room and WCs** have individual electric convection heaters. Particular care must be taken to ensure that they are switched off after use.
- **Penalty charges** will be made if any individual electric heaters or main hall fan heater are left on, at the rate shown in the Hiring Rates per day undiscovered for up to 72 hours.

Safety of Vulnerable People

Hiring of the Hall for groups other than private parties involving children under 8 years of age or vulnerable adults will only be accepted if the organisation is locally known or can give evidence of affiliation to an appropriate governing body. Any individual who is not locally known wishing to run regular or overnight classes or events for unaccompanied persons under the age of 16 years, other than a private party, must produce a Criminal Records Bureau certificate before their hire will be accepted.

Nuisance

In order to minimise nuisance to neighbours:

- the kitchen and store room skylight vents should normally be kept closed, and must always be closed if the event is at all noisy;
- for evening events when lights are on, curtains and blinds, especially including the roof blinds in the Kitchen and Store Room (operated by an aluminium pole) should be fully closed.

Car parking

Parking is available in the car park for up to 14 cars, including a designated bay which is for use only by holders of disabled badges. Normal care should be taken in parking off the Hall premises and supervision of parking is advised when a high attendance is expected. A No Parking notice is available for display in the car park prior to a hiring.

End of Hiring

The Hirer is responsible for completing and returning a signed copy of the **End of Hiring Declaration** as set out at Annex B. Failure to do this will necessitate a visit to the Hall by the Caretaker for which an automatic £20 charge will be deducted from the Bond.

Any damage, marks, stains, breakages or defects must be reported on the End of Hiring Declaration. A charge may be made at the discretion of the Committee for declared items, and at a higher rate for any undeclared items subsequently discovered.

Annex A: Hiring Agreement**Booking Date:**..... **Ref:**.....*(One Agreement per booking – PLEASE PRINT CLEARLY)***DETAILS OF THE HIRER:** the person responsible for the conduct of the event and the state of the Hall**THE HIRER:** Rockbourne Resident/Charity Non-Resident individual Corporate/commercial*(Full name please):*

REPRESENTING (Self or name of organisation or company):

Billing address:.....

.....Postcode.....

Telephone: (Day)..... (Evening)..... email:.....

EVENT DESCRIPTION *(Please tick all boxes that apply except number attending)***Non-licenced activity:** Meeting/lecture Party Performance Food & Beverages Children**Licenced activities** *(nothing after 2200 Sundays):* **1030-2230:** Recorded music Live music Films Plays; **1000-****2330:** Piano/Dancing Indoor sports; **1100-2300:** Supply of alcohol**Number attending?** *(please tick one box only)* up to 10 10-25 20-50 40-80 70+**Age group(s) attending:** *(tick all boxes that apply):* up to 10 10-16 16-21 18-30 Adult**FACILITIES REQUIRED** *(Please tick all boxes that apply)***Space:** Main Hall only Kitchen *(always open for access to water)* Committee Room Full premises**Time:** From to =hrs, or **Session:** Morning Afternoon Evening All day**Catering equipment:** Glasses only Crockery & cutlery Cooker, pots and pans**Audio equipment:** CD player Microphones**HIRE CHARGES – STATUS:** Main hall £..... Kitchen £..... Catering £..... Full premises £..... Committee Room £..... TOTAL HIRING FEE £..... REFUNDABLE BOND £.....

DEPOSIT WITH BOOKING £..... TOTAL BALANCE DUE £..... To be paid by (date)...../...../2011/12

AGREEMENT I accept the full Terms and Conditions of Hiring (please see www.rockbournevillagehall.co.uk or available from the Caretaker I PERSONALLY ACCEPT RESPONSIBILITY for the event and its conduct in accordance with the Terms and Conditions of Hire and agree to complete the End of Hiring Declaration and to return the key as agreed with the Caretaker. I understand that dishcloths and glass towels are NOT provided I enclose a cheque for £..... payable to Rockbourne Village Hall as Deposit to secure the booking and undertake to pay balance Hiring Fee £..... to make up full payment together with the Refundable Bond not later than 4 weeks before the event.

Signed (the HIRER): _____ Date: _____

The HIRER named above

Signed (the CARETAKER) Date: _____

JON RUST on behalf of Rockbourne Village Hall Management Committee

Booking Date.....Ref.....

Annex B: End of Hiring Declaration

Hirer's declaration to be signed, dated and posted immediately after the event in the stamped SAE provided. The Bond will not be refunded before receipt of the completed Checklist.

I confirm that the following checks have been made on vacating the Hall (tick boxes). Failure to do so will result in an automatic charge of £20.

- Kitchen appliances turned off on the appliance and at the wall switches
- Fan heaters and convection heaters switched off at the wall switch
- Furniture, equipment, utensils, china, glass and cutlery used have been properly cleaned and stowed and checked against the inventory
- All waste bins (kitchen, WCs) checked empty and clean with clean liners inserted (available in kitchen)
- Floors and used surfaces thoroughly cleaned
- Windows and external doors closed and security locked
- All internal doors closed
- All spaces checked for any signs of burning or smouldering
- All rubbish removed from the site, clean liners in all bins (kitchen, WCs)
- Inside lights turned off
- Outside lights turned off
- The premises and surrounding area left in a clean and tidy condition
- Front door locked

Any damage, losses, stains, marks or breakages to report, or any comments?

No Yes (details):.....

.....
Continue overleaf if necessary

Signed by the Hirer:

(print name as on Hiring Agreement)

(signature)

Date.....

Time.....

Caretaker's Report:.....

Deduction from Bond recommended? No Yes (details).....

.....
Continue overleaf if necessary