

EAST TISTED VILLAGE HALL

Gosport Road, East Tisted, Hampshire GU34 3QW

www.easttistedvillagehall.org.uk
enquiries@easttistedvillagehall.org.uk

TERMS AND CONDITIONS OF HIRE

These conditions apply to all hiring of the East Tisted Village Hall ("the Village Hall"). If the Hirer is in any doubt as to the meaning of the following, the Booking Secretary or another member of the Village Hall Management Committee 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 Village Hall at all times when the public are present and for ensuring that all conditions, under this Agreement, relating to Management and supervision of the Village Hall are met.

2. Supervision

The Hirer shall, during the period of the hiring, be responsible for: supervision of the Village Hall, 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 Village Hall whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway and neighbouring properties. As directed by the Village Hall Management Committee, the Hirer shall make good or pay for all damage (including accidental damage) to the Village Hall or to the fixtures, fittings or contents and for loss of contents.

3. Use of Village Hall

The Hirer shall not use the Village Hall for any purpose other than that described in the Hiring Agreement and shall not sub-hire or use the Village Hall or allow the Village Hall to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the Village Hall anything which may endanger the same or render invalid any insurance policies in respect thereof.

4. Availability of Village Hall

The Village Hall shall normally be available for hire Monday to Friday from 08.00am until 11.59pm and on a Saturday 10.00am until 01.30am where there is no prior booking. Specific hire arrangements can be discussed to meet individual circumstances and needs. A maximum of 15 minutes preparation and 15 minutes cleaning time is granted before and after the time of the hire period. Otherwise, the Hirer must include all necessary preparation and cleaning time in the hire period they book.

Full payment for Hall Hire must be made prior to commencement of the hire period unless otherwise agreed in writing and in advance with the Bookings Secretary. Where the Hirer has a regular booking, whether weekly fortnightly or monthly, full payment for Hall Hire must be made prior to commencement of each hire period booked. Failure to comply may result in the withdrawal of availability of the Village Hall by the Village Hall Management Committee. This would include the change of code for the KeySafe.

5. Attachment of decorations, posters etc.

No pins, nails or permanent fixers are to be used on the walls or woodwork. All decorations, posters etc. used must be removed cleanly at the end of the hire period. Do not fix decorations near light fittings or heaters

6. Gaming, betting and lotteries

The Hirer shall ensure that nothing is done on or in relation to the Village Hall in contravention of the law relating to gaming, betting and lotteries.

7. Licensable activities

The Village Hall holds a current Music Licence which permits the use of copyright music such as record, compact disc, tapes, radio. Any third party hire to commercial organisations and individuals earning an income from providing the activities such as aerobics classes, practice and social dance classes/sessions must have their own PPL Licence. If other licences are required in respect of any activity in the Village Hall the Hirer should ensure that they hold the relevant licence, or the Village Hall Management Committee holds it.

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8. Public safety compliance

The Hirer shall comply with all conditions and regulations made in respect of the Village Hall by the Local Authority, the Licensing Authority, 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:

(a) acknowledges that they have read the Information Sheet for all Hirers in relation to 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.
- Escape routes and the need to keep them clear.
- 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 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 there are no obvious fire hazards on the Village Hall.

9. Means of escape

All means of exit from the Village Hall must be kept free from obstruction and immediately available for instant free public exit.

10. Outbreaks of fire

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Bookings Secretary or any member of the Village Hall Management Committee at the earliest safe opportunity.

11. 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 Village Hall must be refrigerated and stored in compliance with the Food Temperature Regulations. The Village Hall is provided with a small refrigerator.

12. Electrical appliance safety

The Hirer shall ensure that any electrical appliances brought by them to the Village Hall and used there shall be certified as safe and in good working order. Where a residual circuit breaker is provided the Hirer must make use of it in the interests of public safety.

13. 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 Village Hall including the curtilage thereof or the contents of the Village Hall

(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 Village Hall (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 Village Hall 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 Management Committee shall take out adequate insurance to insure the liabilities described in subclauses (a)(i) above and may, in its discretion and in the case of non commercial hirers, insure the liabilities described in sub-clauses (a) (ii) and (iii) above. The Village Hall Management Committee shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of the Village Hall Management Committee and the Village Hall's employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.

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(c) Where the Village Hall Management Committee 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 Secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the Bookings Secretary to rehire the Village Hall to another hirer.

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

14. Accidents and dangerous occurrences

The Hirer must report all accidents involving injury to the public to a member of the Village Hall Management Committee as soon as possible.

Any failure of equipment belonging to the Village Hall or brought in by the Hirer must also be reported as soon as possible.

15. Explosives and flammable substances

The Hirer shall ensure that:

(a) Highly flammable substances are not brought into, or used in any part of the Village Hall and that

(b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool (for example but not limited to)) shall be erected without the consent of the Village Hall Management Committee. No decorations are to be put up near light fittings or heaters.

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 Village Hall. The Village Hall has a 'No Smoking' Policy (this includes vaping) and a 'No Naked Flame' Policy (for example no indoor fireworks etc. will be allowed).

17. Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used in or near the Village Hall when open to the public without the prior written consent of the Village Hall Management Committee.

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

18. Third-Party Entertainment

The Hirer shall ensure that any third-party entertainer booked, or any supplier of equipment used at an event, holds the necessary Insurance/Permits required.

19. Dangerous and unsuitable performances

Performances involving danger to the public or of a sexually explicit nature shall not be given.

20. Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall ensure that in order to avoid disturbing neighbours to the Village 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 Village Hall 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 Village Hall. No illegal drugs may be brought onto the Village Hall.

21. Animals

The Hirer shall ensure that animals (including birds) except guide dogs are only brought into the Village Hall where agreed to by the Village Hall Management Committee. No animals whatsoever are to enter the kitchen at any time.

22. 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, 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

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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) or other similar as is applicable from time to time. All reasonable steps must be taken to prevent harm, and to respond appropriately when harm does occur. Relevant concerns must be reported to the Bookings Secretary.

23. 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 Village Hall, 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.

24. Sale of goods

The Hirer shall, if selling goods on the Village Hall, 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.

25. Film shows

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 shows.

26. Cancellation

In the event that the Hirer should need to cancel a booking, please contact the Booking Secretary at secretary@easttistedvillagehall.org.uk. The following charges shall then be applied:

- more than 28 days notice : no charge
- 14- 28 days notice : 50% of the hire cost
- Less than 14 days notice : 100% of the hire cost

and, if applicable, security deposit will be returned.

Where the Hirer has a regular weekly/bi weekly/monthly or other rolling booking the Hirer must advise the Booking Secretary at secretary@easttistedvillagehall.org.uk as soon as the Hirer knows that the Hirer does not intend to use the Village Hall; for example, due to planned holiday(s) or illness resulting in cancelling a class. This is so that the Village Hall can then be made available to hire to other users.

The Village Hall Management Committee reserves the right to cancel this hiring by phone, email or written notice to the Hirer in the event of:

- (a) the Village Hall 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 Village Hall as a result of this hiring
- (c) the Village Hall becoming unfit for the use intended by the Hirer
- (d) an emergency requiring use of the Village Hall as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.

In any such case(s) 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.

(e) non-payment of part or all of hall hire charges whether or not requested or invoiced by the Village Hall. In such case the Village Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

27. End of hire

The Hirer shall be responsible for leaving the Village Hall 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 Management Committee shall be at liberty to make an additional charge.

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28. Rubbish Disposal

At the end of the hire period, all waste must be bagged and tied before being placed in the correct wheelie bin outside the front of the Village Hall. However, when a large amount of waste is produced, then Hirers are required to take this away with them.

29. Keys

The Hirer shall be responsible for all keys given to them for access to the Hall and equipment stored therein on the following conditions:

- (a) they will not be copied
- (b) they will not be passed to a third party
- (c) if lost, the loss will be immediately reported to a member of the Village Hall Management Committee
- (d) in the event of loss, the hirer will be responsible for the cost of replacement including the changing of lock, if necessary.
- (e) the number for the Key Safe will not be passed to a third party.

30. 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 Village Hall and comply with any other licensing condition for the Village Hall.

31. Stored equipment

The Village Hall accepts no responsibility for any stored equipment or other property brought on to or left at the Village Hall, 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 Village Hall 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.

32. Septic Tank

The Village Hall has a septic tank. The Hirer must ensure that sanitary items, wet wipes (for example but not limited to) are NOT flushed down the toilets. The Hirer shall be liable for the cost of repair unblocking and/or any damage caused (including accidental and malicious damage) done to the septic tank to include all drains, pipes etc that lead to the septic tank.

33. No alterations

No alterations or additions may be made to the Village Hall nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the Village Hall without the prior written approval of the Bookings Secretary. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Village Hall Management Committee remain in the Village Hall 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 Hall or, if any damage caused to the Village Hall by such removal.

34. Abusive Behaviour

Any form of abuse, harassment, intimidation or threatening behaviour directed against members of the Village Hall Management Committee, sub-committee(s), volunteers will not be tolerated. The Village Hall Management Committee reserves the right to take appropriate action against anybody who demonstrates such behaviours, verbally, in writing, or on social media. This may include a ban on using the Village Hall and refusal to engage in further discussions.

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35. No rights

The Hiring Agreement constitutes permission only to use the Village Hall and confers no tenancy or other right of occupation on the Hirer. None of the provisions of the Hiring Agreement are intended to or will confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party of a Hiring Agreement.

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