



**EAST HORSLEY**  
VILLAGE HALL

## Standard Terms & Conditions of Hire

Effective from 18<sup>th</sup> September 2017

Use of the East Horsley Village Hall and facilities is conditional on the acceptance of our Standard Conditions of Hire and the terms of a specific Hire Agreement.

These conditions apply to all hiring of a room or rooms in East Horsley Village Hall, Kingston Avenue, East Horsley KT24 6QT. If there is in any doubt as to the meaning of these conditions the MANAGER should be consulted prior to placing a booking.

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## 1. Definitions

For the purpose of these conditions, the terms:

### **HIRER**

Shall mean an individual hirer or where the hirer is an organisation its authorised representative.

### **PRIVATE HIRER**

Shall mean an individual hiring a room for private use without financial gain.

### **COMMERCIAL HIRER**

Shall mean an individual hirer or an organisation which charges a fee either directly or indirectly to attend the hiring for the financial gain of the HIRER or the organisation that the HIRER represents or who hires the Premises in the course of his business. This definition includes HIRERS selling goods or services in an attempt to make a financial gain.

### **PREMISES**

Shall mean the area/s of the Village Hall that have been hired plus the communal facilities and means of access both internal and external to the building.

### **BOOKING DATE**

Shall mean the date and the time that the booking is made.

### **HIRE START DATE**

Shall mean the date that the booking starts.

### **VHMC**

Shall mean the Village Hall Management Committee of the Charity i.e. The Trustees of the Charity.

### **HALL MANAGER**

Shall mean the person who reports to the VHMC for the day to day running of the Village Hall The HALL MANAGER is assisted by a resident CARETAKER who may be spoken to in the HALL MANAGER's absence or as stated below.

### **STANDARD CONDITIONS of HIRE**

Shall mean the conditions set out in clauses 2 to 28 below.

### **HIRE AGREEMENT**

Shall mean the agreement between the HIRER and VHMC which is binding on the HIRER and subject to the STANDARD CONDITIONS of HIRE

## 2. Supervision

The HIRER shall, during the period of the hiring, be responsible for:

- 2.1. Supervision of those parts of the PREMISES being used together with associated facilities
- 2.2. Care of the fabric and contents of the PREMISES from damage however slight or change of any sort
- 2.3. The behaviour of all persons using those parts of the PREMISES whatever their capacity
- 2.4. Proper supervision of car parking arrangements for those attending the HIRER's event so as to avoid obstruction and nuisance.
- 2.5. The HIRER shall make good or pay for all damage including accidental damage but excluding fair wear and tear to the parts of the PREMISES used or to the associated fixtures fittings or contents and for loss of such contents. See also Clause 19

## 3. Use of the Premises

The HIRER shall not use the PREMISES for any purpose other than that described in the HIRE 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 policy nor allow the consumption of alcohol thereon without prior written permission. The HIRER shall not permit any hazardous activities to take place anywhere in or around the PREMISES. The HIRER shall not use any rooms other than those hired or communal areas (toilets and store rooms to which they have been granted access).

## 4. Gaming, Betting and Lotteries

The HIRER shall ensure that nothing is done on or in the PREMISES in contravention of the law relating to gaming, betting and lotteries.

## 5. Music

You must have our written permission for performance of live music and the playing of recorded music under the Deregulation Act 2015. This Agreement confers that permission.

## 6. Film

You must restrict children from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. You must ensure that you have the appropriate copyright licences for film. This Agreement confers the required permission on you. (The Deregulation Act 2015 requires you to have our written permission to show a film).

## 7. Licences

If any licence is required in respect of any activity in the PREMISES, the hirer shall be responsible for obtaining the licence.

## 8. Public Safety Compliance

The HIRER shall comply with all conditions and regulations made in respect of the PREMISES by the Fire Authority, Local Authority, Licensing Authority or otherwise, particularly in connection with any event which constitutes regulated entertainment, or at which alcohol is sold or provided or which is attended by children.

Please note: Alcohol must not be consumed by users or their guests unless indicated on their signed booking paperwork. Neither shall alcohol be consumed in corridors without the express permission of Trustees or unless a user is the sole hirer of the Village Hall.

The HIRER shall ensure that one responsible person be present at all times during the period of hiring and shall have knowledge of the procedures in case of fire and acknowledge that they understand the following matters:

- Calling the Fire Brigade and evacuating the building
- The position of the fire exits and fire extinguishers, the escape routes and the need to keep them clear
- The method of operation of escape door fastenings
- Appreciation of the importance of fire doors and of keeping them closed.

In advance of a meeting, lecture, entertainment or play, the HIRER shall check the following items:

- 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.

## 9. Means of Escape

All means of exit from the PREMISES must be kept free from obstruction and immediately available for instant free public exit. The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole time the PREMISES are occupied by the HIRER. The HIRER must ensure that anyone using a wheelchair wider than the standard width has a carer in attendance to take responsibility for their welfare and safety.

## 10. Outbreaks of Fire

The Fire Brigade shall be called to any outbreak of fire, however slight, and details shall be given to the HALL MANAGER without delay.

## 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, vegetable and meat on the PREMISES must be refrigerated and stored in compliance with the Food Temperature Regulations.

## 12. Electrical Appliance Safety

The HIRER shall ensure that any electrical appliance brought by them to the PREMISES and used there shall be safe, in good working order and used in a safe manner. COMMERCIAL HIRERS should ensure that their electrical equipment is covered by an up-to-date Portable Appliance Test (PAT) Certificate.

## 13. Explosives and Flammable Substances

The HIRER shall ensure that:

- 13.1 Flammable substances are not brought into or used in any part of the PREMISES.
- 13.2 No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be used or put up without the previous consent of the HALL MANAGER. No decorations are to be put up near light fittings or heaters.

## 14. Heating

The HIRER shall ensure that no unauthorised heating appliances of any kind are brought into the PREMISES by the HIRER or any person attending the HIRE

## 15. Drunk and Disorderly Behaviour and Supply of Illegal Drugs

The HIRER shall ensure that in order to avoid disturbing local residents and to avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. Drunk or 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 or to any person under the age of 18. Any person suspected of being 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.

## 16. Animals

With the exception of Guide Dogs the HIRER shall ensure no animals are brought into the PREMISES save with the express prior consent of the HALL MANAGER. No animals are to enter any of the kitchens at any time.

## 17. 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 VHMC accordingly against all actions, claims and proceedings arising from any breach of this condition.

## 18. 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.

## 19. Smoking

Smoking is not permitted in any part of the PREMISES.

## 20. Safeguarding Children, Young People and Vulnerable Adults

HIRERS must ensure that any activities for children, young people and other vulnerable adults are only provided by fit and proper persons in accordance with 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). Hirers must also provide details of the name of their safeguarding lead and how to contact them plus confirmation that all staff/workers have been provided with guidance/training in your safeguarding policy and processes.

Note: Please remember that there is public access to the building and therefore there are likely to be other users of the hall's premises at the time of your booking. In view of this HIRERS must ensure the proper safeguarding of the children and young people within your group as and when they are accessing any part of the hall's premises.

## 21. Indemnity and Insurance

- 21.1 The HIRER shall indemnify and keep indemnified each member of the VHMC and the Village Hall's employees, volunteers, agents and invitees against:
- 21.2 The cost of repair of any damage done (excluding fair wear and tear) to the fixtures and fittings of the PREMISES or to any part of the PREMISES including the exterior, grounds and car park thereof.
- 21.3 The cost of repair of any damage (including accidental and malicious damage) done to our Wi-Fi service.
  - 21.3.1 All claims, losses, damage 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) and your use of our Wi-Fi service by the HIRER
  - 21.3.2 All claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to a third party arising from or as a result of the use of the PREMISES by the HIRER.

- 21.4 All COMMERCIAL HIRERS must under the terms of the insurance policy for the PREMISES have their own insurance. Other HIRERS should satisfy themselves that the standard cover for HIRERS other than COMMERCIAL HIRERS provided under the VHMC's Policy for the PREMISES is sufficient for their needs and VHMC accepts no liability in this regard.

## 22. Accidents and Dangerous Occurrences

The HIRER must report to the HALL MANAGER (or CARETAKER) all accidents involving injury as soon as possible and complete the relevant section of the Village Hall's Accident Report Book. Any failure of equipment belonging to the Village 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 HALL MANAGER will give assistance in completing this form. This is in accordance with the Reporting of Injuries and Dangerous Occurrences Regulations 1995 (RIDDOR).

## 23. Cancellations by VHMC

The VHMC reserves the right to cancel any HIRING by written notice to the HIRER in the event of:

- 23.1 The PREMISES being required for use as a Polling Station for a Parliamentary or Local Government election or by-election.
- 23.2 The VHMC reasonably considering that
- 23.2.1 such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or
- 23.2.2 unlawful or unsuitable activities will take place at the PREMISES as a result of this hiring.
- 23.3 The PREMISES becoming unfit for the use intended by the HIRER.
- 23.4 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 monies already paid, but the VHMC shall not be liable to the HIRER for any resulting direct or indirect loss or damages whatsoever.

## 24. End of Hire

The HIRER is required to vacate the PREMISES promptly at the end of their hire period. The VHMC reserves the right to charge the HIRER for the additional time in increments of 15 minutes.

The HIRER shall be responsible for leaving those parts of the PREMISES used in a clean and tidy condition, windows closed in the room(s) used and any contents temporarily removed from their usual positions properly replaced, otherwise the VHMC shall be at liberty to make an additional charge.

**Before leaving the PREMISES, the HIRER must carry out the following:-**

- Check that all Emergency Doors throughout that part of the PREMISES used are shut.
- Check that all windows throughout that part of the PREMISES used are shut.
- Check that all lights throughout that part of the PREMISES used are switched off.
- Check that all cookers and extractor fans throughout that part of the PREMISES are turned off.
- Check that all chairs and tables are clean and returned to the store cupboards or behind the stage depending on where they were found and according to the posted instruction.
- Check that all crockery and cutlery is washed and returned to its cupboard.
- Check that all areas used have been swept and left clean ready for the next Hirer. The cleaning cupboard is located next to the Ladies Toilet near the main entrance.
- Check that all rubbish has been removed. Bags are not provided. Any rubbish left after departure will result in a surcharge and/or hirers having to return the next day to remove it. There are no facilities to store or dispose of HIRERS' rubbish.
- As far as reasonably possible check adjacent areas to that hired.

## 25. 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 and comply with any licensing condition for the PREMISES, including residents of the caretaker's flat.

The HIRER shall not permit any nuisance to be caused to any hirers using other parts of the PREMISES or the caretaker and any residents of the caretaker's flat.

## 26. Stored Equipment

The VHMC 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 to such equipment or property 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.

Long-term storage of equipment for regular hirers can be arranged via the HALL MANAGER, pending storage space and availability. Storage hire invoices run January to December with invoicing by March of the current year. Hire rates are available on request and reviewed annually alongside hire fees.

Stored equipment can be accessed immediately before, during and immediately after a hirer's booked session and at other times by appointment. For security and health and safety reasons we require storage clients to speak to the HALL MANAGER or CARETAKER to ensure that access will be possible/convenient at a specific time. Hirers are responsible for the handling of their own items stored and that the Hall is not liable for any injury or damage. Access to storage outside of Premises opening hours is NOT possible unless pre-arranged.



Please note: The storage of flammable liquids and pressurised tanks (i.e. gas cylinders) is strictly prohibited.

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

- 26.1 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
- 26.2 In respect of any other property brought by the HIRER to the PREMISES for the purposes of the hiring and 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.

## 27. No Alterations

No alteration 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 HALL MANAGER. Any alteration, fixture or fitting or attachment so approved shall, at the discretion of the HALL MANAGER, remain in the PREMISES at the end of the hiring. It will become the property of the VHMC unless removed by the HIRER who must make good to the satisfaction of the VHMC any damage caused to the PREMISES by such removal.

## 28. Payment for and Cancellation of Bookings by the HIRER.

A booking shall be deemed to be provisional until such time that the HIRER has signed and returned the HIRE AGREEMENT and paid the hire fees and any Cleaning Deposit in full. Return of the Hire Agreement signed by the HIRER will be taken to mean that the HIRER has read, understands and accepts the STANDARD CONDITIONS of HIRE that apply to the hire.

The hire fee is that for the time being in force and displayed on the Hall Notice Board. Hire fees are reviewed on an annual basis and new charges take effect for new bookings in the following year from the 1<sup>st</sup> October of the current year.

## 29. Cleaning Deposit

VHMC reserve the right, at the discretion of the Manager, to require payment of a Cleaning Deposit of up to £150 (dependent on the PREMISES hired and hire purpose) in addition to and with the HIRE FEE to cover costs of cleaning the PREMISES and restoring them to a clean and tidy condition as required under clause 22. Such deposit will be designated separately from the HIRE FEE charged for the booking and will be returnable to the HIRER provided that the PREMISES are left in a reasonably clean and tidy condition ready for use by the next HIRER. The decision to accept the condition of the PREMISES as complying with clause 22 or the extent to which further cleaning is required and the costs thereof shall be set against the Cleaning Deposit, is in the absolute discretion of the Manager or, in his absence, a member of VHMC.

## 30. Children's parties and Events

In addition to the discretionary Cleaning Deposit (29) HIRERS using the PREMISES for a children's party/party-type event MUST read and return a signed copy of our Children's Party/Event Guidelines along with the standard Hire Agreement. Failure to do so may result in the event being unable to go ahead.

## 31. Use of Furniture

Hirers are entitled to use table and chairs stored in the room they are hiring along with any additional tables or chairs from the area behind the Main Hall stage. However, if these items are used they must be returned to the correct storage area, stacked as indicated.

If hirers need assistance with setting up/clearing furniture it may be possible for East Horsley Village Hall to provide this as an additional paid service – please contact the HALL MANAGER for more information.

Where a hirer wishes to employ an external person to set up/pack away they may do so providing that this person is able to do so within the hire period. If this is not possible the hirer must discuss options with the HALL MANAGER whose decision is final.

## 32. New first time bookings

For new bookings, or repeat bookings with no satisfactory history of payment, payment in full is required no later than 30 days prior to the start of the event or upon making the booking if this is within the 30 day period. Failure to pay by the due date will result in the booking being cancelled. Alternative payment arrangements may be made in writing at the discretion of the HALL MANAGER.

For individual bookings over £100 a deposit of 30% of the hire fee may be paid at the time that the booking is made and is subject to a non-returnable administrative fee of £10. The balance of 70% of the hire fee is due at least 30 days prior to the date the booking starts. The various sums and percentages in this clause are those for the time being in force and may change in the future.

If the HIRER wishes to cancel the booking less than 30 days prior to the HIRE START DATE of the event and the HALL MANAGER is unable to conclude a replacement booking, repayment of the fee shall be at the absolute discretion of the HALL MANAGER and VPMC which will consider any extenuating circumstances leading to the cancellation.

## 33. Repeat / Regular Bookings

For bookings in this category the HIRE AGREEMENT will cover all bookings made in the 12 months following the Agreement Date. During the twelve months period all bookings will be deemed to be provisional until payment has been made according to one of the options given below.

## 34. Repeat / Regular Bookings - Payments

- i. For the full year by a single payment which attracts a 5% discount. Payment due 1 month before the bookings starts.
- ii. For regular bookings on a quarterly basis. Payment due 1 month ahead of the start of the next quarter.
- iii. For regular bookings on a by term basis (to suit HIRERS that wish to follow school terms). Payment due 1 month ahead of the next term.
- iv. For regular bookings on a monthly basis. Payment due 1 month ahead of the next month's booking.

In the absolute discretion of the VHMC, if a HIRER consistently pays later than the due dates their bookings may be removed from the timetable and/or they will not be allowed to rebook the PREMISES or only be permitted to rebook on the payment terms for new first time bookings under clause 26.2 above.

HIRERS shall sign a new HIRE AGREEMENT on the anniversary of the current agreement.

Bookings made in any year prior to 1<sup>st</sup> October, for the following year, will be charged at the current rates prevailing at the time.

## 35. Cancellations by Hirer

In the event that a HIRER cancels a booking after thirty days prior to the booking for whatsoever reason the HIRER will forfeit any monies paid in respect of the booking.

## 37. Preference to Regular Hirers

If a booking enquiry is received which clashes with a booking period normally filled by a regular booking but which at the time is either provisional or vacant the MANAGER will seek clarification from the regular HIRER as to whether or not the booking period will be taken up and will be given 3 days within which to confirm that booking. Regular HIRERS will under normal conditions always be given preference

## 38. No Rights of Occupancy/Tenancy

The HIRE AGREEMENT constitutes permission only to use the PREMISES and confers no tenancy or other right of occupation on the HIRER.

## 39. Effective Date

These Terms & Conditions of Hire dated 1<sup>st</sup> September 2017 replace all previous issues dated or undated.

All HIRERS with bookings for 1<sup>st</sup> September 2017 and beyond will be issued with a copy of this document.

**HIRERS' attention is drawn in particular to updating of the following matters in these latest STANDARD CONDITIONS of HIRE:**

1. End of hire – vacating promptly. Clause 24
2. Consumption of Alcohol. Clauses 3 & 8
3. Music. NEW Clause 5
4. Film. NEW Clause 6
5. Safeguarding Children, Young People and Vulnerable Adults. Clause 20
6. Indemnity and Insurance. NEW Clause 21.1.2
7. Storage. New additions re. long-term storage Clause 26
8. Children's parties and associated events. NEW Clause 26.2
9. Booking and cancellation procedures. Clauses 28
10. Use of Furniture. NEW Clause 31