

# East Horsley Village Hall

East Horsley Village Hall Management Committee

Charity Registration Number 1000317

## Standard Conditions of Hire

*Effective from 1<sup>st</sup> August 2018*

**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 HALL 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.

HIRE FEES shall mean the fee charged for the part of the premises to be hired in force at the time of the hire booking and displayed on the Hall Notice Board.

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 stated in the booking HIRE AGREEMENT.

HIRE START DATE AND TIME shall mean the date and time that the booking starts.

HIRE END DATE AND TIME shall mean the date and time that the booking ends.

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.

STANDARD CONDITIONS of HIRE shall mean the conditions set out in clauses 2 to 30 below.

HIRE AGREEMENT shall mean the agreement between the HIRER and VHMC which is binding on the HIRER and subject to these 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. (The car park is provided by Guildford Borough Council the use of which is outside of the control or responsibility of the VHMC.)

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 22.

### 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. 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. No poster or notice not belonging to the HIRER may be taken down or removed without the permission of the HALL MANAGER.

### 5. Smoking

Smoking is not permitted in any part of the PREMISES.

### 6. Animals

With the exception of Assistance Dogs or 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.

### 7. 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.

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.

### 8. Children's Parties and Events

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 Conditions along with the standard Hire Agreement. Failure to do so may result in the event being unable to go ahead.

## 9. Use of Furniture

Hirers are entitled to use tables 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 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.

## 10. 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 or injury resulting from its use, storage or movement of any stored equipment 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 so that the use of the premises by other hirers is not affected. 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.

In either of the following circumstances;

-failure by the HIRER to pay any storage charge due and payable and/ or to remove the stored equipment within 7 days after the agreed storage period has ended, or

-failure by the HIRER to remove any property brought by the HIRER on to the PREMISES for the purposes of the hiring within 7 days after the hiring.

the VHMC may use its discretion to 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.

## 11. Licences

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

## 12. 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.

## 13. 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.

## 14. 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.

## 15. Films

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 each film. This Agreement confers the required permission on you. (The Deregulation Act 2015 requires you to have our written permission to show a film).

## 16. Fly Posting and Cold Calling

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. This condition shall also apply to "cold calling" activity within designated "Cold Calling" areas.

## 17. 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
- which alcohol is sold or provided
- which is attended by children.

### 17.1 Alcohol

Alcohol must not be brought on to the premises or consumed by users or their guests unless indicated on their signed HIRE AGREEMENT paperwork.

Alcohol shall not be consumed in corridors without the express permission of Trustees or unless a user is the sole hirer of the Village Hall.

### 17.2 Fire Safety

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 (copy advice sheet available in all rooms) and has acknowledged 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.
- That all those attending their event are aware of the fire evacuation plan
- That anyone using a wheelchair has a helper in attendance to take responsibility for their welfare and safety

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

### 17.3 Accidents and Dangerous Occurrences

The Hirer must report to the Hall Manager or Caretaker any accident or incident occurring, regardless of whether any injury is caused or not, or that might have led to an 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 to the Health & Safety Executive. 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).

### 17.4 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.

### 17.5 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.

### 17.6 Explosive and Flammable Substances

The HIRER shall ensure that:

- 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 used or put up without the previous consent of the HALL MANAGER. No decorations are to be put up near light fittings or heaters.

### 17.7 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

## 18. 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 alcohol or 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.

## 19. 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.

## 20. Behaviour Towards Village Hall Staff and VHMC

HIRERS and users of the Village Hall must comply with all requests and directions of the HALL MANAGER, CARETAKER and members of the VHMC.

VHMC has a zero tolerance policy with regard to abuse and we will not tolerate verbal and or physical abuse of our staff. Failure to comply with this policy will result in the hire being terminated immediately.

## 21. 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.

HIRERS will ensure that NO children under 16 are allowed in any of the kitchens or kitchen areas unless supervised.

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.

## 22. Indemnity and Insurance

- 22.1 The HIRER shall indemnify and keep indemnified each member of the VHMC and the Village Hall's employees, volunteers, agents and invitees against:
  - 22.1.1 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.
  - 22.1.2 The cost of repair of any damage (including accidental and malicious damage) done to our Wi-Fi service.
  - 22.1.3 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
  - 22.1.4 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.
- 22.2 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 provided under the VHMC's Policy for the PREMISES is sufficient for their needs and VHMC accepts no liability in this regard.

## 23. Bookings and Payments for 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.

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 hire or upon making the booking if this is within 30 days.

Failure to pay by the HIRE START DATE will result in the booking being cancelled. In exceptional circumstances alternative payment arrangements may be agreed 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 HIRE START DATE. The various sums and percentages in this clause are those for the time being in force and may change in the future.

## 24. Cleaning Deposit

VHMC reserve the right, at the discretion of the HALL 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 19. 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 costs thereof it is in the absolute discretion of the HALL MANAGER or, in their absence, a member of VHMC to accept the condition of the PREMISES as complying with clause 19 or, if not, the extent to which further cleaning is required and the consequent level of cost that shall be set against the Cleaning Deposit.

## 25. 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.

- 25.1 For the full year by a single payment which attracts a 5% discount. Payment due 1 month before the bookings starts.
- 25.2 For regular bookings on a quarterly basis. Payment due 1 month ahead of the start of the next quarter.
- 25.3 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.
- 25.4 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 23 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.

## 26. 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 HALL 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.

## 27. Cancellations by VHMC

The VHMC reserves the right to cancel any HIRING in the event of:

- 27.1 The PREMISES being required for use as a Polling Station for a Parliamentary or Local Government election or by-election.
- 27.2 The VHMC reasonably considering that;
  - 27.2.1 Such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or unlawful or unsuitable activities will take place at the PREMISES as a result of this hiring.
  - 27.2.2 The PREMISES becoming unfit for the use intended by the HIRER or becomes unavailable for use whilst emergency repairs are undertaken
- 27.3 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 disaster
- 27.4 Failure by the HIRER to comply with these terms and conditions.

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

## 28. Cancellation by the Hirer

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 make a replacement booking, repayment of the HIRE FEE shall be at the absolute

discretion of the HALL MANAGER and VHMC who will consider any extenuating circumstances leading to the cancellation.

## 29. 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.

## 30. Effective Date

These Terms & Conditions of Hire dated.....replace all previous issues dated or undated and apply to all bookings applied for and accepted thereafter.