

**EAST HORSLEY VILLAGE HALL**

**TERMS AND CONDITIONS OF HIRE**

# **EAST HORSLEY VILLAGE HALL CIO**

## **STANDARD TERMS AND CONDITIONS OF HIRE (effective 1 September 2022)**

These Terms and Conditions apply to the hiring of any room in East Horsley Village Hall.

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## **1. Definitions**

ASSOCIATED EQUIPMENT includes the HALL FURNITURE, HALL TECHNICAL EQUIPMENT and HALL KITCHEN EQUIPMENT

ASSOCIATED FACILITIES means the HALL lavatories, the HALL kitchen(s), HALL Corridors

BOOKING means the agreement for hire of the Hall made between you and the Hall Manager.

DAMAGE DEPOSIT means the amount of the deposit specified in the BOOKING FORM  
EHVH means East Horsley Village Hall, a Charitable Incorporated Organisation registered as a charity number 1180168 and whose registered office is at the HALL.

FEE TARIFF means the table of hire fees published on the notice board in the entrance to the HALL and on the web-site of the HALL.

THE PREMISES means the HALL being the Village Hall located at Kingston Avenue, East Horsley, KT24 6QT.

HALL FURNITURE means the tables and chairs stored at the premises and any other item provided for the purpose of the HIRING, but not the HALL TECHNICAL EQUIPMENT.

HALL TECHNICAL EQUIPMENT means HALL stage lighting system, HALL WiFi system, HALL PA system, HALL screen system.

HIRE DATE means the date of your hiring, agreed at the time of booking.

HIRING means the event or activity agreed by you and the Hall Manager at the time of booking.

HIRE FEE means the fee payable by you for the booking.

HIRE START TIME means the time agreed at the time of booking.

HIRE END TIME means the time agreed at the time of booking.

YOU are the HIRER being the person identified on the BOOKING FORM

HIRER PARTIES means everyone associated with you and involved in the HIRE EVENT in whatever capacity.

HIRING means the permission given to you to use the premises on the terms of the HIRING AGREEMENT.

HIRING AGREEMENT means the BOOKING CONFIRMATION FORM and the STANDARD CONDITIONS. This may be electronic or hard copy.

HIRE PERIOD means the period between the HIRE START TIME and the HIRE END TIME on the HIRE DATE, including any time spent by any HIRER PARTY in preparation and setting up the HIRE EVENT and cleaning and tidying the PREMISES at the end of the HIRE EVENT

INSURANCES means all insurance policies in effect in respect of the HALL.

LICENCE means any approval, permission, consent, authorisation, permit or licence

LOSS means each and any cost, charge, damage and expense, including, without limitation, legal expenses on an indemnity basis

MANAGER means the manager of the HALL

PREMISES (“premises”) means the room or rooms of the HALL (as specified in the BOOKING CONFIRMATION FORM) where the HIRE EVENT is held, together with the ASSOCIATED FACILITIES and the ASSOCIATED EQUIPMENT, which are specified at the time of BOOKING

REGULATION means any Act of Parliament or subordinate legislation

STORAGE means an agreement with the MANAGER for goods to be kept in a designated area at the Hall for a period of time on payment of a fee.

TRUSTEES means the trustees of the charity known as East Horsley Village Hall CIO.

## **2 Use of the premises**

2.1 During the hire period you can use the premises for the hire event described in the booking form. You are responsible for getting and keeping any LICENCE you need for the HIRE EVENT.

2.2 During the hire period you must not

- use the premises for any purpose other than the HIRE EVENT;
- allow anyone else to use the premises
- enter or use any other room or part of the hall other than the premises
- make any alteration or addition to the premises including putting or sticking items on the walls, other than the picture rails, or other parts of the premises
- cause any damage or dilapidation to the premises or any other part of the HALL.

2.3 You and the hirer parties must not do anything or fail to do something if that would

- break any law, regulation or legally binding agreement, the terms of any licence or the terms, conditions and requirements of the insurance.
- breach or affect our conditions of registration, or articles of incorporation as a Charitable Incorporated Organisation, or of its charitable objects;  
be considered to be gaming, betting or any form of lottery or hold an auction; or
- permit the HIRE EVENT to be used for the dissemination of extremist views, contrary to the provisions of the Counter-Terrorism and Security Act 2015. A Government Fact Sheet can be provided if you think your event could be affected by the legislation.

## **3 Hire and Storage Fee**

3.1 You agree to pay the agreed HIRE FEE. Your hiring will not take effect unless you have paid the fee.

3.2 Your fee will be calculated according to the FEE TARIFF, and confirmed at the time of the invoice being issued.

3.3 The HIRE FEE is payable no later than thirty (30) days before the HIRE DATE or, immediately if the HIRE DATE is within thirty (30) days from the date of booking.

3.4 If you do not pay the HIRE FEE when it is due, EHVH may cancel the HIRING, and the terms of Clause 12 (Cancellation by EHVH) shall apply.

3.5 You must pay the DAMAGE DEPOSIT specified in the BOOKING FORM on the date of the booking.

3.6 STORAGE charges and the storage area must be agreed with the HALL MANAGER before goods are left at the HALL. No Items should be stored at the HALL that are a potential fire hazard. Items which are stored at the HALL are at the owner's risk, and should be covered by the HIRER's own insurance scheme. Anything left at the HALL without agreement will be removed and disposed of.

3.7 All payments to be made by you to EHVH under the HIRE AGREEMENT shall be made either by cheque made payable to "East Horsley Village Hall" (with the booking reference written on the back of the cheque) or by BACS transfer, quoting the booking reference and with the following identifier "East Horsley Village Hall, Sort Code 30-96-26 Account Number 75198860."

#### **4. Supervision of the HIRE EVENT**

4.1 You are fully responsible, during the HIRE PERIOD, for all aspects of the conduct of the HIRE EVENT, including, without limitation, the behaviour of the HIRER PARTIES.

4.2 You must fully supervise the HIRE EVENT and take care to ensure the comfort and safety of all HIRER PARTIES, and you agree that you will ensure that each of the HIRER PARTIES will

- take proper care of the premises and the other parts of the HALL, and ensure that the premises and the other parts of the HALL are protected from all damage, no matter how it may arise;
- comply with the rules in force for use of the CAR PARK and avoid causing obstruction to other users of the HALL and the general public;
- keep noise to a minimum, including during arrival and departure, and particularly late at night and early in the morning;
- cause no nuisance or other disturbance to other users of the HALL, the HALL caretaker (and any permitted resident of the caretaker's flat) and any local residents;
- ensure that any person, including any HIRER PARTY, behaving in a violent, anti-social or disorderly way, including, any person suspected of being under the influence of alcohol or drugs, immediately leave the HALL

#### **5. Safeguarding**

5.1 Unless the HIRE EVENT is a private family children's party where activities for children, young people or other vulnerable adults are provided, the following conditions will apply.

5.2 Please note that a set of specific additional conditions, known as the Children's Party Guidelines will apply to the HIRE EVENT. Your HIRING will be conditional upon you agreeing to the Children's Party Guidelines on the date of the hiring. The Children's Party Guidelines form part of the HIRING AGREEMENT, and the HIRER and the HIRER PARTIES must comply with those conditions during the HIRE PERIOD.

5.3 At the time of booking you must tell the MANAGER the name of your Safeguarding

Lead, and, if requested by the MANAGER, provide a copy of your Safeguarding Policy. If requested by the MANAGER you must provide acceptable evidence that all applicable checks have been carried out on the relevant person or persons through the Disclosure and Barring Service.

5.4 You agree that the supply of alcohol to, or consumption of alcohol by, persons under the age of eighteen (18) at the HIRE EVENT is not permitted under any circumstances.

5.5 Where the HIRE EVENT includes the screening of any film the subject of an age restriction prescribed by the British Board of Film Classification you shall ensure that no person subject to the restriction views the film.

5.6 You agree that no one under the age of sixteen (16) is permitted to enter any kitchen area in the PREMISES or any other part of the HALL unless accompanied by an adult.

5.7 You acknowledge that there is public access to the HALL, and unrelated events may be scheduled for other parts of the HALL at the same time as your HIRE EVENT. You agree that all children, young people and vulnerable adults who are your responsibility will during the HIRE EVENT be supervised in all publicly accessible parts of the HALL. Where two or more HIRE EVENTS take place at or about the same time and one or more of those events involves children, you and other HIRERS must ensure that children and adults are kept separate.

## **6. Public Safety**

6.1 You and all parties associated with your hiring agree not to bring on to the PREMISES or any other part of the HALL,

- illegal drugs;
- alcohol other than with the knowledge and consent of the HALL MANAGER or TRUSTEES;
- animals (save for Assistance Dogs or Guide Dogs);
- hazardous chemicals;
- flammable substances of any kind; and
- heating appliances.

6.2 You agree that you will not permit smoking at any time in the PREMISES or other parts of the HALL.

6.3 If your HIRE EVENT involves the preparation and/or serving of food, you agree that you will comply with the food handling REGULATIONS, including in the case of food storage, in accordance with the Food Temperature Regulations.

6.4 Any electrical appliance stored at the HALL MUST be regularly PAT tested. Evidence of such PAT testing is required before any of this stored electrical equipment can be used at the HALL. You agree that any portable electrical appliance brought on to the PREMISES for the purposes of a specific HIRE EVENT shall be in good working order, and used in full compliance with manufacturer's instructions and all applicable REGULATIONS. No electrical heating appliance can be brought on to the premises by the HIRER for use in the HALL.

## **7. Fire**

7.1 Before the start of the HIRE EVENT, you must nominate a person from the HIRER PARTY who takes responsibility for fire safety during the HIRE PERIOD.

7.2 You or a person nominated by you shall before the HIRE EVENT be familiar with the *In Case of Fire Procedure*, a copy of which is available in the premises, and must satisfy yourself or your nominee that you or they understand how to:

- call the fire Brigade;
- evacuate the PREMISES, with reference to the position of designated fire exits and muster area; and
- operate the escape door fastenings, while ensuring the doors remain closed, and on commencement of the HIRE EVENT shall make all parties present aware of the evacuation procedure for the PREMISES, having checked immediately beforehand that:
  - all escape routes are free from obstruction.
  - no fire door is wedged open;
  - all exit signs are illuminated; and
  - any wheelchair user has a helper in attendance to take responsibility for their safety.

7.3 On the outbreak of fire in the PREMISES, however slight, the HIRER undertakes immediately to call the Fire Brigade.

## 8. Accidents

8.1 Any accident, damage to property or other incident occurring on the PREMISES during the HIRE PERIOD whether or not anyone is injured shall be reported by the HIRER to the MANAGER as soon as possible.

8.2 Any such accident, damage or other incident reported to the MANAGER shall be recorded by the MANAGER in the Accident Report Book maintained by EHVH, and, where appropriate in the case of personal injury, notified to the Health and Safety Executive in accordance with the Reporting of Injuries and Dangerous Occurrences Regulations 1995.

## 9. Insurance

9.1 If you are a charity or non-commercial hirer/organisation (excepting national organisations or their member organisations), and you confirm by accepting the Terms and Conditions on the booking form that you DO NOT:

- carry out any activities at venues other than the HALL
- make a profit from your meetings other than that reinvested back into the club for charitable purposes
- have paid employees
- carry out excluded activities as listed on endorsement 215 ( a copy of which is available from the HALL MANAGER)

the HIRE EVENT is covered for public liability by the INSURANCES, as summarised in ANSVAR's Hirers' Public Liability Summary of Cover, available on our website or from our HALL MANAGER. By accepting the Terms and Conditions on the booking form you also confirm that there is sufficient third party liability cover provided under the INSURANCES.

9.2 If any HIRER does not comply with the requirements set out in paragraph 9.1, they MUST arrange their own Public Liability Insurance to cover their activities at the HALL. This includes hires for events such as sales, unless it is organised by an individual fundraising on behalf of a Charity.

9.3 National organisations or their member organisations are expected to hold their own public liability cover

9.4 Commercial Hirers/Organisations require separate public liability cover, including for their activities at the Hall

9.5 If you meet the categories defined in paragraphs 9.2 to 9.4, you confirm by accepting the Terms and Conditions on the booking form that you have your own Public Liability Cover.

## 10. Indemnity

10.1 Public Liability Cover means that you are responsible for, and must pay EHVH when asked for:

- the cost of repairing, reinstating or otherwise making good any damage to the PREMISES and /or any other part of the HALL during the HIRE PERIOD, no matter how such damage occurs. However, you will not be liable for the cost of repairing, reinstating or otherwise making good any fair wear and tear to the premises.
- all LOSSES arising out of:
  - death or personal injury;
  - loss of, or damage to, property, including property belonging to EHVH (including, without limitation, the EHVH Audio and Lighting Systems) or to any other EHVH PARTY;
  - breach of statutory duty;
  - breach of any contract (including the HIRE AGREEMENT and any other agreement binding upon EHVH);
  - nuisance; and
  - any third party action, claim or demand whatsoever which may arise out of or in connection with your hiring or the actions of anyone connected with your hiring.

However, you will not be liable for death or personal injury where it is caused by the negligence of EHVH or any other EHVH PARTY.

## 11. End of Hire

11.1 You must leave the premises promptly at the end of the HIRE PERIOD. You acknowledge and agree that EHVH is entitled to charge you an additional HIRE FEE in increments of fifteen (15) minutes if you do not leave the premises promptly.

11.2 You must leave the PREMISES clean and tidy, and in a fit condition for any HIRE EVENT which follows yours.

11.3 You acknowledge that there are no facilities at the premises for the storage and disposal of your rubbish which you must remove. Also, that the HIRING does not include the provision of rubbish bags, cleaning and washing up materials, for which you are solely responsible.

11.4 Before leaving the PREMISES, you must check to ensure that

- all windows are closed;
- all emergency doors are shut;
- all lights are switched off;
- cookers and extractor fans in the kitchens are turned off;
- any crockery and cutlery that you have used is washed, dried and returned to the relevant cupboard or drawer in a clean condition;
- all rubbish has been bagged and removed;
- the floors have been swept or, if necessary, mopped;
- all chairs and tables have been returned to the correct storage area, folded up, or as the case may be, stacked in the correct configuration;
- no damage has occurred; and
- no adjacent part of the HALL has been entered or used.



11.5 You agree that in the event the PREMISES are left other than in the condition set out in accordance with clauses 11.3 and 11.4 above, EHVH may charge you the cost of any necessary cleaning or repair to restore the PREMISES to the required standard. You will be charged for any such cleaning or repair at the rate of £25 (plus VAT if applicable) per hour plus the cost of materials, and you must pay any such charge when demanded.

11.6 Any DAMAGE DEPOSIT provided by you shall be applied by EHVH in restoring the HALL to its former condition, and any balance remaining shall be returned to you.

## **12. Cancellation by EHVH**

12.1 EHVH shall be entitled to cancel your HIRING by giving you notice in the event of:

- your failure to comply with the terms of the HIRE AGREEMENT;
- the PREMISES being required for use as an emergency shelter or medical facility or centre for victims of flooding, snowstorm, fire, explosion, pandemic or those at risk of the same or other disaster;
- the PREMISES becoming unfit for the HIRE EVENT, for whatever reason;
- the PREMISES becoming unavailable for use whilst emergency repairs are undertaken;  
or
- the PREMISES being required for use as a polling station for a Parliamentary or Local Government election or by-election

12.2 OR in the event of EHVH determining that the proposed HIRE EVENT would or might:

- breach the terms of the HIRE AGREEMENT;
- contravene any REGULATION or otherwise be unlawful; or
- lead to anti-social or other unsuitable behaviour in, or near, the HALL.
- constitute a breach of the Counter-Terrorism and Security Act 2015
- constitute a health risk to other hirers or the HALL staff

In the event of any such cancellation, EHVH will refund any HIRE FEE already paid to the EHVH by you net of a £10 administrative fee, but EHVH shall otherwise have no liability whatsoever for any LOSS incurred by the HIRER as a result of such cancellation.

## **13. Cancellation by the HIRER**

13.1 You shall be entitled to cancel any HIRING by giving not less than thirty (30) days' prior written notice to EHVH. Your HIRE FEE will be refunded to you less a £10 administration fee.

13.2 If your cancellation is less than thirty (30) days before the date of your hiring, you will not be refunded the HIRE FEE unless a replacement HIRING for the same room and hire period, has been confirmed by another HIRER, in which case your HIRE FEE shall be refunded to you net of a £10 administrative fee.

13.3 In the event that a HIRER makes any changes to a booking, such as the date, timing, or room less than thirty (30) days before the date of the hiring the TRUSTEES have the discretion to charge a £10 administration fee.

## **14. Complaints**

14.1 The Complaints Procedure of the HALL is available on request.

## **15 Treatment of Staff and Trustees**

15.1 We expect our staff, TRUSTEES and other HALL users to be treated with courtesy and respect by you and your party and not be subject to any threatening or aggressive behaviour, verbal or physical abuse. If you or any of your party fail to comply with this requirement the HIRING will be terminated forthwith with no return of the HIRING FEE.

## **16. Law and Jurisdiction**

16.1 The HIRE AGREEMENT shall be governed by, and construed in accordance with, the laws of England and Wales.

16.2 You agree to submit to the exclusive jurisdiction of the courts of England and Wales.