

# Combeinteignhead Village Hall

## Terms and Conditions for Booking The Hall

The following Terms and Conditions are designed to ensure that everyone is aware of their responsibilities, so we can keep the Hall in good shape for everyone to enjoy. All Bookings of The Hall are made subject to these Terms and Conditions.

### Definitions

**“Booking”** means a booking of all or part of the facilities at The Hall.

**“Booking Form”** means the online form used to book all or part of the facilities at the Hall and contains details of the Booking.

**“Check list”** means the list of items and actions that are the responsibility of the Hirer at the end of the Hire Period.

**“Committee”** means all or any member of the Combeinteignhead Village Hall Committee.

**“Event”** means a non-recurring social occasion, gathering or activity.

**“Hall”** means Combeinteignhead Village Hall.

**“Hire Fee”** means the fee payable for a Booking.

**“Hire Period”** means the date and time as specified on the Booking Form and includes all set up and clear up times.

**“Hirer”** means a person who is at least 18 years of age and who is hiring all, or part, of the facilities at The Hall as a single Event or for a series of Events and who is named on and signs the Booking Form.

**“Professional Supplier”** means any individual, company or organisation that organises, runs, supervises activities as a business.

**“Premises”** means the Hall and external grounds to The Hall.

**“Secretary”** means the Booking Secretary or any other nominated member of the Combeinteignhead Village Hall Committee delegated to manage the Booking of the Hall.

### 1. General

- 1.1. These Terms and Conditions together with the information set out in the Booking Form, and Check List and the consideration of the Hire Fee, constitute a contract to hire all or part of the Premises. It is important that the Hirer fully reads and understands these Terms and Conditions as they require the Hirer to accept specific responsibilities and liabilities. If the Hirer is in any doubt as to the meaning of any of the Terms and Conditions, the Secretary should be consulted for clarification.
- 1.2. The Committee recommends that a Booking is made as soon as possible.
- 1.3. A Booking is not confirmed until the Booking Form is completed and submitted electronically by the Hirer and accepted by the Secretary.
- 1.4. An electronic submission of the Booking Form by the Hirer is deemed to be a signed document.
- 1.5. The Hirer may use only those facilities at the Premises identified on the Booking Form
- 1.6. For Bookings that do not encompass the whole Premises, the Hirer needs to be mindful that other users may be on the Premises with some facilities shared.
- 1.7. The Committee regulate the maximum occupancy of the various rooms within the Hall and it is the responsibility of the Hirer to ensure these numbers are not exceeded.

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## 2. Payment

Full payment for the hiring of The Hall must be received no later than 14 days before the Event. If the Hire Period is for multiple activities across an extended time, (for example a series of classes) the frequency of payments will be agreed between the parties.

For those not paying directly online at the time of the Booking, the preferred method of payment is to pay direct to:

Lloyds Bank

Sort Code: **30-96-06**

Account Number: **00091538**

Reference: Use the reference code provided by the Secretary.

If paying by cheque please make it payable to Combeinteignhead Village Hall.

## 3. Responsibilities of the Hirer

### 3.1. Health and Safety

The Hirer is solely responsible for the health and safety of persons attending their Booking. Nothing shall be done, nor shall anything be brought on to the premises, which may create a risk to the building or its occupants.

**3.1.1 Fire:** The Hirer must be on the Premises personally throughout the Hire Period, The Hirer is the person responsible for fire safety and must ensure all persons attending the Event are aware of the location of fire exits and what to do in the case of a suspected fire. Guidance on fire safety is displayed on the notice board in the entrance vestibule of the Hall.

Fire doors MUST remain unobstructed during the Hire Period.

The Hirer shall nominate a competent person to take charge in the event of a fire, to ensure that all persons at the Hall can escape unimpeded through the fire exits and assemble in the car park or other nominated assembly area. Improper operation of the fire extinguishers will result in a charge being levied. Note that bringing fireworks into, or the ignition of fireworks on the Premises is expressly forbidden.

### 3.1.2 Safeguarding for Children and Vulnerable Adults:

For all bookings involving children or vulnerable adults, except private parties where the Hirer is a family member, the Hirer is required to have their own safeguarding policy and must ensure that those who work with young people or vulnerable adults hold a current DBS certificate.

The Hirer shall ensure that any activities at the Premises for children or vulnerable adults comply with current legislation in that regard and that only fit and proper persons have access to children or vulnerable adults.

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**3.1.3 Accidents and Dangerous Occurrences:** The Hirer is responsible for reporting to the Committee any accidents involving injury to the public as soon as possible and shall complete the relevant section in the Hall's accident book, which is kept by the First Aid Box in the entrance lobby.

## **3.2. Loss and Damage**

The Hirer shall during the Hire Period be responsible for the Premises, the fabric, and contents; their care, safety from damage and the behaviour of all persons using the Premises whatever their capacity, including the proper supervision of car parking arrangements. The Hirer shall report any damage or loss to the Secretary as soon as possible.

## **3.3. Care and Clean-up of the Hall and Premises**

No alterations or additions shall be made to the Premises nor any fixtures installed, or placards, decorations or other articles attached in any way to any part of the Premises without the prior written approval of the Secretary. Decorations such as balloons and streamers may only be attached to the cross rails or the existing wooden battens. Any use of pins or adhesive tape on the walls, windows or paintwork is strictly forbidden.

By the end of the Hire Period and in accordance with the Check List, all decorations must be removed, tables wiped clean and returned to the store cupboards, chairs stacked no more than 4 high and placed along the walls but not in front of the radiators, any spills on the floor wiped up and the floor swept. If the kitchen area has been used, white goods, and all utensils and crockery must be cleaned and the fridges emptied. Toilets and washbasins must be left clean and tidy as found. Any equipment used must be returned to its proper storage space after use unless otherwise agreed with the Secretary.

All external doors and windows must be shut, all lights, and any electrical appliances switched off and taps turned off.

All litter and waste must be collected and disposed of by The Hirer. The Hirer must comply with Teignbridge District Council's recycling requirements. Where waste exceeds the Hall bins' capacity the Hirer must make arrangements for disposal elsewhere.

## **3.4. Recovery of costs**

As directed by the Secretary, if the Premises are left in an unsatisfactory state including any loss or damage, additional costs for cleaning, repairs or replacement may be levied on the Hirer.

## **3.5. Use of Premises**

The Hirer shall not use the Premises (including the car park) for any purpose other than that described in the Booking Form and shall not sub-hire or use the Premises or allow the Premises to be used for any unlawful or unsuitable 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.

## **3.6. 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.

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## **3.7. Animals**

The Hirer shall ensure that no animals except registered assistance dogs are brought onto the Premises, other than by prior agreement. No animals whatsoever are permitted in the kitchen at any time.

## **3.8. Smoking**

Smoking or vaping is strictly forbidden inside the Hall. The Hirer shall ensure that anyone wishing to smoke or vape does so outside the Hall and disposes of the cigarette ends and matches in the box provided located by the flag pole.

## **3.9. Key to the Hall**

The Hirer is responsible for the key to The Hall for the duration of the Hire Period. Details of how to obtain and return the key will be given to the Hirer by the Secretary prior to the Hire Period.

## **3.10. Public Order**

The Hirer will ensure that no public nuisance, (including unreasonable noise from loud music), arises from the activities taking place during the Hire Period and will ensure that persons attending the Event keep Hall doors and windows shut if music is playing after 10pm and that anyone using the outdoor areas after 10pm keep any noise to a conversational level.

If the Hirer has booked part of the Premises rather than the whole it is on the understanding that other parts of the Premises may be in use by others and as such the Hirer must ensure that they are not likely to interfere with the other party throughout the Hire Period.

## **3.11. Insurance**

All Professional Suppliers using the Premises are required to have third party and public liability insurance cover. By signing the Booking Form, the Hirer representing those clubs or commercial organisations shall indemnify the Committee from and against all liability for personal injury (whether fatal or otherwise) loss or damage to property and all other loss damage costs or expenses. Copies of the relevant certificates of insurance must be provided to the Committee on request.

## **3.12. Heating**

Heating of the Hall will be set for the duration of the Hire Period. Any adjustment of the heating by the Hirer may result in an additional fee being levied by the Secretary. The Hirer shall ensure that no unauthorised heating appliance is used on the Premises.

## **3.13. Catering**

If catering is to be provided as part of the Event, then it is the responsibility of the Hirer to obtain all necessary licences and comply with all the requirements of those licences. The Hirer shall, if preparing, serving, or selling food, observe all relevant food health and hygiene legislation and regulations.

## **3.14. Electrical Appliance Safety**

The Hirer shall ensure that any electrical appliances brought to the Hall and used shall be safe and in good working order and used in a safe manner.

## **3.15. The Bar**

The Hall has a fully equipped bar which can be provided as part of the Booking. If the bar facilities are required, the Committee will provide experienced bar staff to run the bar.

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Access to the bar by the Hirer is not permitted. If drinks are taken outside the Hall they must be in plastic containers.

## **3.16. Alcohol**

The Committee is the holder of a Premises licence. The existence of the Premises licence is not intended by the Committee to give free rein to Hirers of the Hall regarding the consumption of alcohol during their Event. Permission to consume alcohol during an Event in The Hall is subject to specific application by The Hirer and specific approval by the Committee. The default position is that alcohol is not to be supplied or sold and consumed on the Premises without prior approval of the Secretary.

## **3.17. Music and Performance**

The Committee purchases an annual licence from the Performing Rights Society together with a Phonographic Performance Licence for incidental music. The Hirer is required to comply with all conditions of these licences. The playing of all music shall cease at the time specified on the Booking Form.

The Hall does not carry a TV licence. The Hirer must ensure that no BBC productions live or recorded are aired on the Premises

## **3.18. Parking**

All vehicles shall be parked on the hard standing areas and not on the grass. Any special requirements, (including but not limited to disabled access or equipment delivery), shall be agreed at the time of the Booking and recorded on the Booking Form. No vehicles shall remain on the Premises outside of the specified Hire Period.

## **3.19. CCTV**

The Hirer accepts and acknowledges that CCTV is in operation on the Premises and that video footage is retained at the Committee's discretion where it deems it necessary.

## **3.20. Use of Bouncy Castles, other Land Based Inflatables, or Trampolines.**

If the hirer uses any bouncy castle and/or other land-based inflatable, to ensure that:

- access and use is controlled by an adult authorised by the hirer at all times
- when used outside a building, it is securely anchored to the ground at each anchor point
- each anchor point is signed or otherwise marked to be made visible and wrapped to prevent injury
- soft matting is used to cover hard surfaces adjacent to the front or any open sides where there is a risk of injury from falling from the inflatable.

Those who use bouncy castles are at increased risk of injury, particularly children and others who may not be aware of the dangers. Where you provide or are responsible for bouncy castles we expect you to take extra care to prevent injuries by making sure measures are put in place that help reduce the risks and our guidelines are:

- To follow the manufacturer or suppliers' safety recommendations
- Require children to remove sharp articles like shoes, buckles or jewellery
- Not allowing overcrowding, particularly by children (to help prevent knocking into each other)

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- not allowing a mix of large and small children at the same time (to avoid larger children crushing the smaller ones)
- not allowing use by adults and children at the same time
- not allowing any access to the very youngest children e.g. under 2 years

## 4. Lost property

The Committee takes no responsibility for the property of Hirers and their guests but will notify the Hirer of any lost property found on the premises.

## 5. The right to enter

The Committee has the right to enter the Premises at any time other than during activities falling under the provisions of the Children Act 2004

## 6. Cancellations

### 6.1. By the Hirer:

The secretary will make every effort to accommodate changes to the dates of a Booking request by the Hirer. A request for changes or cancellation must be made by the Hirer to the Secretary in writing. If the Hirer cancels the Booking four weeks or more before the Hire Period the Secretary will return any payment made by the Hirer. If the Hirer cancels the Booking between 48 hours and four weeks before the Hire Period the Secretary will refund 50% of the Hire fee. No refund will be provided if an Event is cancelled within 48 hours of the Booking Period.

Any refunds will be net of any costs relating to the Booking that may have been incurred by the Committee.

Regular Hirers who have a series of Bookings will be required to pay for planned hire if they fail to show or fail to cancel within 48 hours of a specific Hire Period.

### 6.2. By the Committee:

The Committee reserves the right to cancel a Booking at any time, by written notice to the Hirer and shall give a full refund of the Hire Fee made by the Hirer in the Event inter alia of

- a) The Premises being required for use as a Polling Station for a Parliamentary or Local Government election.
- b) The Committee reasonably considering that; (i) such hiring will lead to a breach of licencing 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 Booking.
- 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 similar disasters.

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In the event of and such cancellation by the Committee, the Committee shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever incurred by the Hirer as a result of the cancellation