



Finstock Village Hall
Well Hill
Finstock
Chipping Norton
OX7 3BU
villagehallfinstock@gmail.com

Terms and Conditions of Hire

These Terms and Conditions of Hire apply to every hiring of the Premises. If the Hirer has any doubt concerning the meaning of the following, a member of the Management Committee should be consulted.

“Premises” shall from hereafter include the premises or part of the premises known as Finstock Village Hall including the outside area within the curtilage of the Village Hall grounds.

“Management Committee” shall mean any individual of the Management Committee acting on its behalf.

“The Trustees” shall mean the Trustees of Finstock Village Hall registered charity, no. 279171.

“Hirer” shall mean an individual or where the Hirer is an organisation, the authorised representative. The Hirer has the legal duty with regard to the safety of people attending the Premises for the purpose of the hiring.

These conditions prohibit the hire of the hall to anyone under the age of 18 years.

All bookings of either room or the entire facility of Finstock Village Hall must be made using the on-line booking system at <http://v2.hallmaster.co.uk/Diary/MainPanel/5882> , by e-mailing a request to villagehallfinstock@gmail.com or if without e-mail access by telephone to 01993 8???? (n.b. This is an answerphone service and will be responded to within 24 hours). Should there be a clash of bookings before it has been confirmed, priority will be given in the following order:

1. Online booking
2. E-mail booking
3. Telephone booking

For non-regular users, an invoice will be sent prior to the booking and full payment of the entire amount or deposit as detailed will be required before the booking. Full payment of the hire fee will be required as detailed in the invoice. Local organisations or individuals that are regular users may pay on a quarterly basis by agreement with the bookings administrator.

A total refund of any deposit will be made to the Hirer, once the Premises has been inspected by the Management Committee and it is deemed that no damage has been done to the Premises, the Premises have been left in a clean and tidy condition, and that no further expense will be incurred by the Management Committee or Trustees in accordance with the booking.

Supervision

The Hirer shall, during the period of the hiring of the village hall, or the part of it they have hired, be responsible for

- The supervision of the premises
- The care of the fabric and the contents
- The safety from damage, change of any sort to the Premises unless agreed beforehand, and the behaviour of all persons using the premises

- The proper supervision of car parking arrangements so as to avoid unnecessary obstruction of the highway
- Comply with these Terms and Conditions of Hire

As directed by the Management Committee, the Hirer shall pay for all damage (including accidental damage) incurred to the premises or to the fixtures, fittings or contents and for any loss of contents that occurs due the hiring of the hall and those attending. Any sum will be capped by the actual cost of repair, or the village hall insurance excess whichever is the lower. The Hirer may appeal in writing to the Trustees in this respect if they disagree with the decision.

The Management Committee will hold a complete inventory which can be inspected at any time by the Hirer, of all property and any known damage; this inventory will comprise the un-fixed contents of the Premises.

1. Use of Premises

The Hirer shall not use the premises for any purpose other than that described in the agreed booking, and shall not sub-let 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 policies in respect thereof. The Hirer will not allow the consumption of alcohol by sale thereon without written permission. Or permission expressed in the on-line booking system.

2. Indemnity

The Hirer shall indemnify and keep indemnified each member of the Management Committee and the Village Hall's employees, volunteers, agents and invitees against

(a) The cost of repair of any damage done to any part of the Premises including the structure thereof or the contents of the Premises

(b) All claims 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) by the Hirer.

The Hirer shall ensure adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against all claims arising as a result of the hire, and on demand of the Management Committee shall produce the policy and current receipt or other evidence of cover. However, the Hirer may accept all the responsibility of the risks as an alternative to taking out suitable insurance in which case the Trustees or their agents will seek personal recompense from the Hirer for any costs incurred.

The Trustees insure the Premises against any claims arising out of its own negligence.

3. Stored Equipment

The Management Committee accepts no responsibility for any stored equipment or other property brought onto or left at the premises by the Hirer or in respect of the hiring, 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.

4. No Alterations

No alterations 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 that may cause damage without the prior written approval of the Management Committee. Any alteration, fixture, fitting or attachment so approved shall, at the discretion of the Management Committee, remain in the premises at the end of the hiring and become the property of the Village Hall or be removed by

the Hirer who must make good to the satisfaction of the Management Committee any damage caused to the premises by such removal.

5. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to a member of the Management Committee as soon as possible. The Hirer will be responsible for carrying out an immediate investigation of the cause(s) of the accident, make an entry in the accident book, and in the case of a serious incident provide a full written report to the Management Committee. Certain types of accident or injury must be reported on a special form to the local authority. The Management Committee will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995, (RIDDOR).

Any failure of equipment belonging to the Village Hall must be reported as soon as possible.

6. Licences

The maximum capacity of the Premises shall not exceed 220 people with individual room capacities set out in the **Maximum Occupancy Levels** document.

The Trustees hold a premises licence from West Oxfordshire District Council (Licence no. Prem/244) for

- The performance of plays
- The exhibition of films
- Indoor sporting events
- Live music performance
- The playing of recorded music
- The performance of dance and dancing
- The sale of alcohol on the premises

The Trustees also holds a community licences for the showing of free-to-air television and radio, and a charity/community PRS for Music and PPL joint licence to enable the playing of music.

The Hirer shall be responsible for familiarisation with any aspect of the licences that will apply to their hire, and a copy of the licence will be provided when the Premises is booked if the Hirer intends to use any aspect of the licences. A copy of the licences are also displayed within the Premises.

7. The Sale of Alcohol for Consumption on the Premises

The Trustees hold a licence for the sale of alcohol for consumption on the premises. The Hirer may make use of this licence provided they declare such at the time of booking, and comply with the following additional conditions.

- a. A bar can be provided by the Management Committee at the request of the Hirer, when all proceeds will be retained by the Management Committee on behalf of the village hall charity when there will be no extra fee.
- b. The Hirer may provide the alcohol for sale themselves when an additional fee of £25 will be paid by the Hirer. This fee may be waived by the Management Committee if the purpose of the hire is for charitable purposes and all proceeds, any reasonable costs having been deducted, will be donated to a registered charity or recognised community group.
- c. A member of the Management Committee will be present during any such provision and a fee of £25 will be charged. The fee may be waived as in section 8a. This condition (including the fee) may be waived at the discretion of the Management Committee **provided** that the Hirer gives assurance in writing that either
 - i. A named Personal Licence holder will be present at all times, or

- ii. The Hirer completes the form *Request for Hirer to Supervise the Sale of Alcohol* and it is approved by the Management Committee. If approved, the Management Committee will provide the Hirer with the contact details of a member of the Management Committee who will attend immediately if called upon to do so. The Management Committee will make such checks as are necessary to establish the suitability of the Hirer and approval may be withdrawn at their discretion.
- iii. Alcohol will only be sold to those attending the event of the Hirer.
- d. The Hirer will take direction from a member of the Management Committee in respect of the sale of alcohol if they have cause to intervene. All conditions of the premises licence, and the Licensing Act 2003 (and any subsequent Acts) will be complied with at all times.
- e. The member of the Management Committee or a person approved by the Management Committee in respect of the sale of alcohol may cease the sale of alcohol at any time if it is believed that the licence is being contravened, that attendees at the hired event are causing a nuisance to neighbours of the Hall, or for any other appropriate reason.
- f. The person approved by the Management Committee in respect of the sale of alcohol shall cede their responsibility in this respect if any member of the Management Committee attends and deems it necessary.

8. Gaming, Betting, and Lotteries

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

9. Health and Hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food, health and hygiene legislation and regulations. In particular, the Food Standards Agency guidance *Community and charity food provision – guidance on the application of EU food hygiene law*. Finstock Village Hall is not registered for the provision of food. Food may be served provided it is less than once a month and there is a low degree of operation inherent in the provision (see guidance).

10. Electrical Appliance Safety

The Hirer shall ensure that any electrical appliances brought to the premises and used there shall be safe and in good working order, and used in a safe manner. The Management Committee reserves the right to examine, or nominate a competent person or company to examine any such electrical appliances or equipment.

11. Public Safety Compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, Fire Authority, Magistrates' Court, or other authoritative body.

The Hirer will take all reasonable steps to ensure that no crime, disorder or public nuisance arises from the hire of the Premises, or due to the attendance of invitees to Premises.

A Health & Safety Risk Assessment and Fire Risk Assessment for the known hazards has been carried out by the Management Committee and agreed by the Trustees (See copy online). The introduction of a new fire risk by the Hirer, either as a source of ignition e.g. lighting of candles or a barbecue, or new flammable materials e.g. solvents, paper hangings, or the temporary use of bottled gas, must be accompanied by a risk assessment carried out by the Hirer. A Fire Safety notice detailing actions will be provided to the Hirer prior to the hiring, and the Hirer will make themselves familiar with the contents and procedures in the event of a fire.

The Hirer will ensure that all emergency exits are kept free of obstruction during the period of hire.

Where additional hazards are introduced the Hirer should consider a full risk assessment for their event in line with Local Authority guidance.

12. Compliance with the Children Act 1989

The Hirer shall ensure that each club, activity or event that involves children complies with the provisions of The Children Act of 1989 (and any subsequent Acts) and that only fit and proper persons have access to the children. (The Hirer will be expected to make themselves aware of the liabilities stated in the above legislation). The village hall Safeguarding Policy will be provided for any events involving young people or vulnerable adults.

13. Compliance with the Health Act 2006 Prohibition of Smoking in Public Places

The Hirer shall, and shall ensure that the Hirer's invitees comply with the prohibition of smoking in public place as defined in the provisions of the Health Act 2006 and regulations made thereunder. The Hirer will be expected to make themselves aware of the liabilities stated in the above legislation.

14. Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by the Management Committee. No animals whatsoever are to enter the Kitchen at any time.

15. Sale of Goods

The Hirer shall, if selling goods on the premises, comply with Fair Trade Act 1973 and any subsequent legislation, and any regulations 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 the Hirer's name and address and any discounts offered are based only on Manufacturers' Recommended Retail Prices. The Hirer will be expected to make themselves aware of the liabilities stated in the above legislation.

16. Food provision

Any provision of food during a hired event must be in accordance with the Food Standards Agency's guidance *Community and Charity Food Provision – Guidance on the application of EU Food Hygiene Law*. Finstock Village Hall is not licensed with the Local Authority for the provision of food, except the 'occasional handling, preparation, storage and serving of food by private persons'.

17. Noise

The Hirer shall ensure that the minimum level of noise is made on arrival, during the hire period and departure, particularly late at night and early in the morning.

The premises licence has conditions attached to it concerning noise, and these must be complied with by the hirer. If noise limiting equipment has been installed in the Hall the Hirer will be required to agree to use only the appropriate electrical outlet sockets for electrically powered musical instruments and comply with any additional requirements set by the Management Committee.

18. The right to enter

Any member of the Management Committee has the right to enter the Hall at any time, but must take cognisance of events falling under the provisions of the Children Act 1989.

19. End of Hire Period

The Hirer shall be responsible for leaving the Premises and surrounding area in a clean and tidy condition, with the Premises being properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced.

20. Cancellation

If the Hirer wishes to cancel the booking before the date of the hire and a deposit has been paid, 50% of the deposit may be returned at the discretion of the Trustees, providing the booking is cancelled more than 14 days before the hire. After this time there will be no refund of the deposit.

The Management Committee or Trustees reserve the right to cancel any hiring by written notice to the Hirer in the event of:

(a) The premises being required for use as a Polling Station for a Parliamentary or Local Government election or bye-election

(b) The Management Committee reasonably consider that (1) such hiring might lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (2) unlawful or unsuitable activities will take place at the premises as a result of this hiring.

(c) The premises becoming unfit for the use intended by the Hirer.

(d) The use of the hall is decided to be incompatible with the Charitable Objects of the Village Hall, or for any reason that may bring the charity into disrepute. The Trustees may also cancel a booking at any time for good reason, which shall be conveyed to the hirer in writing as soon as practicable, and any deposit will be returned in full.

21. No Rights

The Agreement to Hire constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

Finstock Village Hall Trustees

19 January 2016