

WEMBDON VILLAGE HALL AND PLAYING FIELDS TRUST

Charity Number 1156463

Address The Green at Wembdon, Homberg Way, Bridgwater TA6 7BY

APPLICATION FOR BOOKING AND HIRE AGREEMENT

INTRODUCTION

Wembdon Village Hall and Playing Fields Trust (WVHPFT) is a registered charity, run and maintained by a Committee of Trustees, for the benefit of the residents of Wembdon Village and its environs. Its use by others is welcomed when there is no other booking. The Hall Management Committee, as appointed by the WVHPFT, are responsible for all conditions of hire.

All users are to be represented by an Applicant who makes the Application for a Booking. If the Application is agreed by the Committee, the Applicant enters into a formal Hire Agreement with the Committee.

All Applicants are required to read, accept and adhere to the Terms and Regulations as set down in this Hire Agreement.

TERMS

Applicants for use of the Hall must be over 21 years of age and, if unknown to the Committee, may be required to establish their bona fides.

Applications for the use of the Hall must be approved and signed by the Booking Clerk before the Application becomes a firm booking. The Booking Clerk has the right to refuse to take a booking or admit an individual following consultation and with the agreement of WVHPFT.

The Applicant is wholly responsible for the appropriate and legal conduct of their event or activity, the provisions of this Hire Agreement and any additional requirements as may apply in Law. The booked areas will be used solely for the event named on the booking form; strictly no access to areas other than those booked – all areas are alarmed.

A representative of the Village Hall Management Committee can enter the building at any time to ensure the terms of agreement are being fulfilled.

Regular users will be invoiced monthly in arrears and payment is requested 14 days from the date of the invoice. Full payment for all sessions will be required. One free cancellation will be allowed in any 12 week block. Please advise the Booking Clerk of a cancellation.

Private Party and wedding applicants must pay a booking deposit of 50% at the time of Application and the balance one month before the event. For private bookings and weddings, excluding children's birthday parties, a security bond of £200 will also be required.

Hire charges apply to setting up and clearing up time and Applicants must take this into account.

Charges for services and utilities are usually included in the hire rates. However, further charges for the use of the kitchen may be applicable.

Applicants are to make specific arrangements with the Booking Clerk regarding access to the Hall and securing it after use.

Fire safety equipment is not to be interfered with or moved except for its intended purpose in an emergency. Notices, signs and emergency lighting are not to be interfered with or obscured.

Setting up chairs and tables and clearing them away afterwards is the responsibility of the Applicant. PLEASE DO NOT DRAG ACROSS FLOOR. The Hall is to be left clean and tidy after use. Any damage, breakage or loss is to be reported to the Booking Clerk. The security bond may be used to defray such replacement or repair costs.

Items left at the Hall premises overnight or unsupervised by day, remain the responsibility of the Applicant and not the WVHPFT.

The Hall, its fixtures and fittings are not to be modified and loose property is not to be removed or used for a purpose other than intended. No new fixtures or fittings are to be installed by the Applicant without the specific consent of the Booking Clerk. Wall decorations can only be attached to the hooks provided (no Blu Tack, pins etc).

Car parking at the Hall is free and all vehicles are parked at the owner's risk. All those accessing/visiting the site by vehicle are requested to park considerately, giving due care and attention to the presence of children and pedestrians.

Those attending events at the Hall are required to leave quietly, showing due respect for the Hall's neighbours.

The Trustees are authorised, and have a duty, to close the hall and terminate an event if they have reason to believe that the Law, Hall Premises Licence, or the Terms or Regulations of the Application have been or are being broken.

Those regular users granted storage space within the Hall are to return all their resources to the agreed area at the end of their session and store them in a safe manner that does not create a hazard to other users. Insurance of any items so stored is the responsibility of the user.

Whilst on the Premises children are to be fully supervised by an adult at all times.

At the end of the event or activity the Applicant is to:

- Return the Hall to the condition in which it was received.
- Secure all doors and windows, and close fire exits.
- Check that all water taps are turned off.
- Check that heating is turned off.
- Turn off all lights.
- Unplug electrical appliances.
- Complete the Accident Book if necessary.
- Report any damage, breakages or losses to the Booking Clerk
- Make any constructive suggestions regarding the management of the Hall, Fire Safety or Health and Safety to the Booking Clerk or a Committee Member.
- Return the keys as per agreed arrangement.

RESPONSIBILITIES

Bookings

For block bookings the named Hirer must ensure that prior to booking they obtain and observe copies of the following (available on www.wembdonvillagehall.co.uk.)

- WVHPFT current Health and Safety Policy
- WVHPFT current Vulnerable Adult and Child Protection Policy
- WVHPFT current Fire Safety Policy
- Insurance details where required

It is the responsibility of the Booking Clerk to ensure the policies listed above are available to those with block bookings and that acknowledgement of notice is signed for on the booking form.

In addition, the Booking Clerk will check CPVA policies and DBS certificates (and record numbers) for organisations hiring the hall for children's activities. This does not apply to private parties or to the village hall partner groups; Sunshiners, WCC, WJFC who will operate under their own Governing Body terms and conditions.

Photocopies of insurance policy documents will be required.

All bookings must be made through the Booking Clerk. Bookings will be deemed to be provisional until full payment is made when they become confirmed.

REGULATIONS

Alcohol

ONLY alcohol purchased from the bar may be consumed inside the hall and outside areas.

Only COSHH qualified persons registered by the Management Committee may use hazardous materials on site.

Only non-marking shoes are to be worn in the hall – no metal tipped heels please.

The use of Bouncy Castles outside the building will be allowed at the discretion of the Booking Clerk on acceptance of appropriate insurance details and operating rules.

The Village Hall has a Premises Licence authorising the following regulated entertainment and licensable activities at the times indicated.

Activity	The Hall is licensed for	Times activity is licensed
Performance of plays	Yes	10:00 – 23:00
Exhibition of films	Yes	10:00 – 23:00
Boxing or wrestling entertainment	No	
Indoor sporting events	Yes	08:30 – 22:00
Performance of live music	Yes	10:00 – 24:00
Playing of recorded music	Yes	08:00 – 24:00
Performance of dance	Yes	08:00 – 23:00
Entertainment similar to those above	No	
Provision of hot food/drink after 11 pm	Yes	23.00 – 24:30
Sale of alcohol	Yes	10:00 – 24:00

Performance Rights & Phonographic Performance license

The Committee purchases an annual licence from the Performing Right Society Phonographic Performance (PRS/PPL) for incidental music and/or other media based entertainments and the like in the Hall. Applicant's representing regular use leisure groups should satisfy themselves as to whether a separate PPL licence is required for their activity and, if so, are responsible for licensing their activity appropriately. Guidance on this licence can be obtained by contacting PPL on 0207 543 1000.

Hall capacity and Fire Safety

Please be aware that numbers are as yet untried and not currently agreed for fire regulations, therefore we are making a best assessment using hall capacity calculators.

These numbers will be confirmed ASAP. The Booking Clerk will be happy to discuss. Capacity is as follows:

Notaro Hall (Main Hall) 19 x 10 m

with direct access to kitchen

- Seated at tables for 10 180
- With tables for buffet 140
- With small dance area 100
- Seated theatre style 200
- Reception style standing 200

Kidsbury Hall (Smaller Hall) 8 x 10 m

with direct access to kitchen

- Seated at tables 60
- Reception style standing 86

Crowpill Hall (Medium Hall) 11 x 10 m

- Reception style standing 130

Viridor Community Lounge

- Reception style standing 86

Fire Instructions are displayed in the Hall together with a plan of the premises and the fire exit routes. The Fire Safety Risk Assessment is also available. It is the Applicant's duty to be familiar with the Fire Safety Risk Assessment, to be familiar with the exit routes available and to adhere to the Fire Instructions. It is a requirement for the Applicant to arrange the delivery of a briefing for those attending and to keeping fire exits clear during the event or activity. When possible the Applicant should record numbers present in their group in case of fire evacuation. While all fire exit routes are available to those with reasonable mobility, wheelchair users, in particular, should be alerted to use the main entrance if possible. Applicants organising activities or functions attended by the infirm are advised to nominate able-bodied persons to assist individuals in the case of fire evacuation.

Health and Safety

The standard HSE Poster is on display in the Bar.

The Trust maintains a Health & Safety Policy together with a basic Risk Assessment for the premises. These documents are available on request. Hirers must conduct a Risk Assessment for the specific event and have a duty to mitigate all risks identified in their planning.

Insurance

The Committee maintains building, contents and liability insurance to reasonably discharge its duties regarding its own responsibilities and activities. The Certificate of Insurance is on display in the Hall. Applicants may view a copy of the policy on request. This insurance may not provide adequate or even any suitable cover for Applicants and their event or activity. Applicants are urged to consider, and obtain if appropriate, their own insurance to underwrite their event or activity, to cover any property brought to the Hall, and to discharge their own liability towards others involved in or affected by their event or activity.

First Aid

A First Aid box is situated in the kitchen and kitchenette.

Ensure that all accidents and Incidents, whether requiring First Aid or not, are to be recorded in the accompanying Accident / Incident Book. The completed form should be given to the Booking Clerk.

Smoking

In accordance with the Law, smoking or vaping is not permitted anywhere within the Hall. Smoking is permitted in the designated area, with due discretion and regard to the Hall's neighbours, provided that butts are disposed of responsibly in the bin provided. Smokers are to move clear of manoeuvring cars.

Young and Vulnerable People

Events where children, young and vulnerable people are present must conform to the Law. Applicants must ensure appropriate supervision and that supervisors are properly accredited. Applicants must ensure that young and vulnerable people are protected from alcohol abuse. Group Leaders will organise supervision for children's parties or social events for youth groups or clubs who are regular users of the premises.

Drugs and Substance Abuse

Drugs and substances that can be abused are not permitted on the Hall premises and Applicants are responsible for appropriate supervision of their event to ensure drugs and illegal substances are not available.

Unsupervised Items

Items left in the premises overnight or unsupervised by day, remain the responsibility of the Hirer.

Flammable & Toxic Material

No explosive, flammable, toxic, hazardous or infectious materials are to be brought onto the premises.

Security

Hirers are responsible for the security of the premises at all times during the period of hire and at no time should the building be left unlocked when unoccupied.

Variation

WVHPFT reserves the right to vary these conditions at any time or to make special arrangements in a particular case.

All terms and conditions have been agreed and accepted by the Village Hall Management Committee and the Trustees. The Village Hall Management Committee, in agreement with the Trustees reserve the right to make changes to these terms and conditions and notify The Named Hirer giving reasonable notice. The Village Hall Management Committee, in agreement with the Trustees, reserve the right to terminate booking if terms and conditions are contravened.

Wembdon Village Hall and Playing Fields Trust

Regular Users Annual Hiring Agreement Name of Hirer/Applicant

Contact details:

(Name and address)

Telephone Number:

Email:

Times of Hire:

Purpose of Hire:

Space required (please tick all that apply)

Notaro Hall

Kidsbury Hall

Crowpill Hall

Viridor Community Lounge

Charges will apply from Jan 2017 - Dec 2017 as per Hire Charge schedule.

Agreed charge per session £.....

The Hirer/Applicant should ensure that they have read and understood the attached Conditions of Hire and that the details above are correct BEFORE signing and returning this form to the Booking Clerk: **Mrs M Tyrrell**

I declare that I have read and understood the Conditions of Hire, and agree that they shall form part of the terms of this agreement.

I also declare that the information I have given in this agreement is correct to the best of my knowledge and I acknowledge that any misstatement or misrepresentation will invalidate the agreement.

I confirm that I have read and understood the following policies and will provide copies of my insurance details where required:

- WVHPFT current Health and Safety Policy
- WVHPFT current Vulnerable Adult and Child Protection Policy
- WVHPFT current Fire Safety Policy

Signed by the individual named above: _____ Date: _____

The Committee agrees to permit the Hirer named above to use the premises on the dates detailed, on the understanding that all the special conditions are adhered to at all times.

Signed on behalf of the WVHPFT: _____ Date: _____

Wembdon Village Hall and Playing Fields Trust – Hiring Agreement

The Green at Wembdon, Homberg Way, Bridgwater TA6 7BY

1. Date(s) and times required: _____ (Please note that the time stated must allow for setting up and packing down or extra cost will be incurred)

2. Hirer Name: _____

3. Authorised Representative: Name: _____

Contact _____ No: _____

Address: _____

Email: _____

Note: Person signing must be 21 years of age or over. A responsible adult (over 21 years) must be present throughout the period of hiring.

Under no circumstances is alcohol to be consumed by any person less than 18 years of age.

4. Reason for hiring: _____

Private bookings require a damage/cleaning deposit of £200: Deposit required Yes / No NB: this is not required for children's parties.		
Number of hours:	Number attending:	The hall must be left tidy; please bring black bags
Use of kitchen for preparation, cooking, washing up or by caterers: £20 Yes / No		Limited use of kitchen for making tea /coffee Yes / No
Name of caterer if using:		There is no charge – please bring own supplies
Use of the bar: Yes / No		
<u>ONLY alcohol purchased from the bar may be consumed inside the hall and outside areas</u>		
Rooms required: kitchen / bar / Notaro Hall / Kidsbury Hall / Crowpill Hall / Viridor Community Lounge Please circle all that apply		
Total cost excluding damage/cleaning deposit: £		

Booking Deposit: 50% of the total cost will secure this booking. Full payment is due 1 month prior to event date. Please make separate cheques (cost of hire deposit and security bond if applicable) payable to **Wembdon Village Hall and Playing Fields Trust** and return this form to the booking clerk: **Mrs M Tyrrell at the above address.** Enquiries: **info@wembdonvillagehall.co.uk**

Please make sure that the hall is cleared up within the hiring period and left tidy, bagging up all rubbish and stacking chairs in max 8 high. Thank you. Your cheque for the security bond will be destroyed after the event as long as everything is in order.

It is hereby agreed that the Standard Conditions of Hire attached, together with any Special Conditions of Hire, shall form part of the terms of the Hiring Agreement unless specifically excluded. I declare that the information given in this agreement is correct to the best of my knowledge and I acknowledge that any misstatement or misrepresentation will invalidate the agreement. I have read the conditions of hire.

Signature of hirer as named in number 3: _____ Date: _____

Name/Organisation: _____ Total cost of booking: £ _____

Amount enclosed: £ _____

Security bond cheque enclosed: £200

Yes/No

WEMBDON VILLAGE HALL AND PLAYING FIELDS TRUST
Pricing Schedule 2018

Main Hall, The Notaro Hall 19x10m can be divided by an acoustic screen to create: -

Kidsbury Hall (8x10m) and Crowpill Hall (11x10m)

COMMUNITY BOOKINGS

Notaro Hall - £30 per hour

Users with regular block booking are entitled to a 10% discount

Whole Evening (5 hrs) **7 pm - 12 midnight £130** (includes cleaning package) – additional hours for setting up are charged at £10 per hour

Children's 3 hour Birthday Party £50

Day time function before 5 pm (5hrs) £100

Kidsbury and Crowpill Halls

£15 per hour

Less 10% for regular hirers block booking

Per 3 hour session £35

9 am -12 noon 1-4 pm 4.30-7.30 pm 7.30-10.30 pm (sessions timings negotiable)

Users with regular block booking are entitled to a 10% discount

Bar no charge

Kitchen and kitchenette no charge for making tea and coffee

Kitchen when used for catering £20

The Viridor Community Lounge Limited availability – price on application

Commercial bookings

Kidsbury or Crowpill Hall **£30 per hour**

Notaro Hall **£70 per hour**

Wedding Package £525 (includes cleaning package)

The Wedding Package includes full use of the kitchen, bar and spaces. The days available to book a Wedding Package are: **FRIDAY EVENING (time negotiable) and SATURDAY 8 am to 12 midnight.** . Each booking includes a **Sunday morning** clear away time, 9 am to 11.30 am.

Terms and conditions apply

Prices will be reviewed annually and notified in November to commence from January 1st each year.

BOOKING PROCESS

Seq	Event	Response	Remarks
1	Potential hirer calls or emails <i>Booking Clerk</i> .	<i>Booking Clerk</i> outlines the hire arrangements and discusses as required.	
		<i>Booking Clerk</i> advises on availability.	Puts booking in diary.
		<i>Booking Clerk</i> despatches application form to potential hirer.	Preferably by email.
		If necessary <i>Booking Clerk</i> arranges for viewing visit to Hall.	<i>Booking Clerk</i> , or another hosts visit.
2	Potential hirer returns booking form with deposit to <i>Booking Clerk</i>	<i>Booking Clerk</i> passes deposit to Treasurer.	This becomes a firm booking in the Booking Diary.
3	If necessary, a security bond payment made to <i>Booking Clerk</i> .	<i>Booking Clerk</i> passes security bond cheque to Treasurer <i>who</i> retains cheque until after the event.	
4.	6 weeks before Event takes place.	<i>Treasurer</i> invoices hirer for balance owing.	
	Event takes place.	<i>Treasurer</i> ensures balance has been paid.	
5	At suitable intervals.	<i>Booking Clerk</i> liaises with <i>Treasurer</i> .	
6	Monthly.	<i>Treasurer</i> reconciles receipts with bookings.	Anomalies are chased through.

Wembdon Village Hall and Playing

Fields Trust: Conditions of hire

The term HIRER shall mean an individual hirer or, where the hirer is an organisation, the authorised representative.

1. **Supervision.** THE HIRER will, during the period of the hiring, be responsible for supervision of the premises, the fabric and the contents; their care, safety from damage however slight; or change of any sort and the behaviour of all persons using the premises whatever their capacity; including proper supervision of the car parking arrangements so as to avoid obstruction. As directed by the Caretaker, THE HIRER shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures or contents and for loss of contents.
2. **Use of Premises.** THE HIRER shall not use the premises for any purpose other than that described in the hiring agreement and shall not sub-let or use the premises for any unlawful purpose or in any unlawful way or do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the sale of alcohol thereon without a licence.
3. **Licences.** THE HIRER shall be responsible for complying with the conditions set by the Premises Supervisor where sale of alcohol is to occur on the premises. **Under no circumstances is alcohol to be supplied to anyone under the age of 18 years.** THE HIRER shall ensure that the WVHPFT holds a Performing Society Rights Licence which permits the use of copyright music in any form eg record, CD, radio etc or by performers in person. If other licences are required in respect of any activity in the village hall the hirer should ensure that they hold the relevant licence or the WVHPFT holds it.
4. **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.
5. **Public Safety Compliance.** THE HIRER shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, and Local Magistrates' Court or otherwise, particularly in connection with any event which includes public dancing or music or similar public entertainment or stage plays. THE HIRER shall comply with the Fire Safety Notes for Hirers available on www.wembdonvillagehall.co.uk.
6. **Health & Hygiene** THE HIRER shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.
7. **Electrical Appliance Safety.** THE HIRER shall ensure that any electrical appliances brought by him to the premises and used there shall be safe and in good working order, and used in a safe manner. Where a residual circuit breaker is provided under terms of the PEL or CPL, the hirer must make use of it in the interests of public safety.
8. **Indemnity.** THE HIRER shall indemnify The Community Hall Management Committee for the cost of repair of any damage done to any part of the property including the curtilage thereof or the contents of the buildings which may occur during the period of the hiring as a result of the hiring. THE HIRER shall be responsible for making arrangements to insure against any third party claims which may lie against him or her

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- 11 **Animals.** THE HIRER shall ensure that no animals (including birds) except guide dogs are brought into the hall, other than for a special event agreed to by The Community Hall Management Committee. No animals whatsoever are to enter the kitchen at any time
- 12 **Compliance with Children Act 1989.** THE HIRER shall ensure any activity for children under eight years of age complies with the provision of the Children Act of 1989 and that only fit and proper persons who have passed the appropriate Criminal Records Bureau checks have access to the children (checks may also apply where children over eight and vulnerable adults are taking part in activities). THE HIRER shall provide WVHPFT committee with a copy of their Child Protection on request.
- 13 **Sale of Goods.** THE HIRER shall, if selling foods on the premises, comply with Fair Trading Laws and any code of practice 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 be the organiser's name and address and that any discounts offered are based only on manufacturer's Recommended Retail prices.
- 14 **Cancellation by the Community Hall Management Committee.** The Community Hall Management Committee reserves the right to cancel this hiring in the event of the hall being required for use as a Polling Station for a Parliamentary or Local Government election or by-election, in which case the Hirer shall be entitled to a refund of any deposit already paid.
- 15 **Cancellation by the HIRER.** If THE HIRER wishes to cancel the booking before the date of the event and the Community Hall Management Committee is unable to conclude a replacement booking, the question of payment or the repayment of the fee shall be at the discretion of the Committee.
- 16 **Unfit for Use.** In the event of the hall or any part thereof being rendered unfit for the use for which it has been hired, the Community Hall Management Committee shall not be liable to the hirer for any resulting loss or damage.
- 17 **Refusal of Booking.** The WVHPFT reserves the right to refuse a booking without notice or to cancel this hiring agreement either before or during the term of this agreement upon giving 7 days' notice in writing to the hirer. THE HIRER shall be entitled upon such notice to reimbursement of such monies including the deposit or a proportion of the same as has been paid by the hirer to the Village Hall Management Committee. The Village Hall Management Committee shall not be liable to make any further payment to the hirer.
- 18 **End of Hire.** THE HIRER shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced otherwise the Community Hall Management Committee shall be at liberty to make an additional charge.
- 19 **Noise.** THE HIRER shall ensure that the minimum of noise is made on arrival and departure.

(or the organisation if acting as a representative) whilst using the Community Hall.

9. Accidents and Dangerous Occurrences. THE

HIRER must report all accidents involving injury to the public to a member of The Community Hall Management Committee as soon as possible. Any failure of equipment either that belonging to the 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 (obtainable from the hall representative) to the local authority. This is in accordance with the Executive Reporting of Injuries, Diseases and Dangerous Occurrences Regulation 1995.

Name
COMMUNITY HALL
MANAGEMENT COMMITTEE
Registered Charity No 123456

FOR OUR VILLAGE

Appendix A

Annex to Hiring Agreement where alcohol is to be available.

I, _____ **(in capitals)** the undersigned agree to accept responsibility from the Designated Premises Supervisor/Trustee for ensuring the following:

- That I will conform to all the requirements of the Premises License displayed in the Hall Foyer.
- Under no circumstances will alcohol be consumed by any person less than 18 years of age except as covered in paragraph 3 below.
- Persons between the age of 16 and 18 may consume BEER, WINE, or CIDER **if taking** a table meal accompanied by an ADULT.
- Under no circumstance will alcohol be supplied to any person who is drunk.

I understand that allowing supply of alcohol is in contravention of the above is a criminal offence.

Signed: _____ **HIRER**

Signed: _____ **TRUSTEE**

Dated: _____

