

Shimpling Village Hall - Conditions of Hall Hire

These Conditions apply to everyone hiring the Village Hall. If any Hirer is in any doubt as to the meaning or implication of any terms of the agreement, he/she should consult the Booking Secretary. – email shimplingvh@gmail.com

1. The Hirer must be 21 or over and accept responsibility for always overseeing and on the premises during the booking event. If alcohol is being consumed and or sold, the minimum age for hiring the hall is 25 years.
2. The Hiring Agreement gives permission to use the premises only for the purpose set out in the booking form and does not confer tenancy or other right of occupation on the Hirer.
3. To hire the hall and/or the meeting room the Hirer must complete and sign the booking form and return it to the Booking Secretary.
4. The Hirer, by signing the booking form, forms a contract and acknowledges that he/she has read these Conditions of Hire and agrees to be bound by and comply with them in all respects. All functions must finish by **11.30pm** at the latest to comply with the Public Entertainments License (New Year's Eve is an exception).

Care of premises:

- Every effort is made to ensure that the hall is in a suitable condition for the hire but if the Hirer is not satisfied with the condition of the hall the Hirer's concern must be registered immediately with the Booking Secretary.
- The Hirer shall, during the period of hire, be responsible for supervision of the fabric and contents of the premises.
- The Hirer is also responsible for the behaviour of all persons using the premises and for the proper supervision of car parking to avoid obstruction of the highway.
- **No tape is to be used on the hall floor as this can damage to the floor seal.**

Use of the premises

- Use of any part of the premises must be only as detailed in the booking form.
 - Sub-hiring of the premises is not allowed.
 - The premises must not be used for any unlawful purpose or in any unlawful way
 - Use of any part of the premises which contravenes the law relating to gaming, betting and lotteries is not permitted.
5. **Deposit:** for a full day event – a refundable deposit of £100 is required comprising a £50 security fee and £50 cancellation fee. Hirers should note that the deposit will be refunded on condition that the premises are left clean and tidy, rubbish has been removed to the outside bins and the key/s returned to the hall management if applicable. (For details see the end of hire instructions in these Conditions).
 6. **Payments:** Following confirmation of the booking, payment must be made no later than 4 weeks before the event, by cheque to the Booking Secretary or by BACS to Lloyds Bank - as per the invoice. The Hirer's booking name and date of the event must be used as the reference.
 7. **Cancellation by the Hirer:** The Management Committee reserves the right to charge a cancellation fee depending on the circumstances and the period of notice given.

11. **Cancellation by the Management Committee:** In the event of a booking being cancelled at short notice due to unforeseen and unavoidable circumstances, the Management Committee will not be responsible for any uninsured expenses of the Hirer. The Management Committee may, at its absolute discretion refund only the booking fee, based on the reasons for the cancellation and other relevant factors.
12. **Public safety:**
- By signing the booking form, the Hirer acknowledges that he/she understands the actions required in an emergency and must familiarise himself/herself with the location of fire extinguishers, equipment and escape routes. The Hirer must also be aware of possible safety hazards, ensuring that fire doors and escape routes are kept free of obstructions. Plans of the hall are located on the Hall management board in the main entrance lobby and on the website with the Policy documents. The assembly point in the event of fire is on the lawn at the front of the Old School next-door to the Hall. The Hirer should also make note of any emergency telephone numbers.
 - The main entrance hall door must remain unlocked during a hiring and locked only when the hall is left empty.
 - Combustible materials or any other materials must not be placed or stored next electrical or distribution boards to avoid the risk of fire.
 - The hall complies with all health and safety regulations e.g. fire safety, lighting etc. A Health and Safety Policy and other policy documents are available in the kitchen and online at www.shimpling.onesuffolk.net and the Hirer agrees to read and comply with all requirements described therein.
 - For large events the Management Committee may carry out a risk assessment, prior to allowing a booking, to address any potential public safety problems.
 - The Hirer must comply with all conditions made with respect to fire, health and safety and local authority regulations.
13. **Capacity:** The capacity of the main hall is limited to 100 persons standing/dancing or 70 if seated in rows, or 50 if tables and chairs are used. If seated in rows a central aisle and spaces each side should not be less than one metre in width.
14. **Smoking:** The Hirer will comply with the provisions of the Health Act 2006 and ensure that there is no smoking on the premises or just outside the main doors on the paved area. The smoking area is in front of the hall, away from the paved area.
15. **Illegal drugs:** No illegal drugs are to be brought onto the premises.
16. **Alcohol and Licensing:** Anyone hiring the hall for an event where alcohol is intended to be sold or supplied must hold a Personal Licence i.e. a licensee is to be present throughout the booked event. This person must ensure compliance with all relevant licensing legislation and any special conditions imposed by local authorities. (e.g. no alcoholic prizes are offered to those underage at raffles).
17. **Prevention of Public Nuisance:** The Hirer must ensure that Hall users leave the hall in an orderly and quiet manner, particularly at the end of evening functions. This is to avoid disturbing residents. Signs to remind people are in place by the main hall exit.

20. **The car park:** The Hirer must ensure that there is no obstruction of the adjoining houses driveways or the highway. The Management Committee accepts no responsibility for any damage to/or theft of or from vehicles in the car parks.
21. **The use of fireworks: The use of fireworks within the perimeter of the hall and its grounds are absolutely prohibited.**
22. **Candles and nightlights or other naked flames are not permitted anywhere on the premises.**
23. **Health, hygiene and food:** If food is prepared, served or sold in the hall The Hirer must observe all relevant food health and hygiene regulations and read the Health and Safety policy a copy of which is kept in the kitchen area of the hall.
24. **Electrical appliance safety:** No additional electrical equipment, including heaters or catering equipment may be used without the express permission of the Management Committee, which will advise accordingly to avoid circuit overloading. Refrigerated vehicles may not be left plugged in overnight due to security reasons and the close proximity to neighbouring properties. Any additional electrical equipment must be PAT tested before being brought into or used in the hall. The Hirer must ensure that the sale of any electrical goods complies with current consumer legislation.
25. **Portable gas appliances:** The Hirer must NOT in any circumstances bring portable gas appliances into the premises, nor permit any other person to do so.
26. **Indemnity and insurance:**
1. The hall is insured only against any claim arising out of its own negligence.
 2. If the Hirer is not undertaking any activities on the excluded hazardous activities list, and they are not business or political hirings, the Hirer would be covered under the Hirers' Liability section of the hall's insurance policy.
 3. If the Hirer is using third party sub-contractors, the Hirer must provide proof of public liability insurance from the supplier prior to the event.
 4. In respect of employers' liability insurance, the Hirer, and persons employed by him/her, are NOT covered by any insurance held by the Management Committee. The Hirer must make his/her own arrangements as to such insurance.
 5. By signing the Booking Form, the Hirer undertakes to indemnify the Management Committee absolutely in respect of loss, damage and injury to persons or property or other costs arising out of the hiring.
 6. The Management Committee does not accept responsibility or liability for damage to, or loss of, any property taken to or left in, or stored at the premises by any hirer or any other person at the hall because of the hiring.
 7. The Management Committee does not accept liability or responsibility for any injury suffered by the Hirer or by any person attending the premises during the period of the hiring. IF A HIRER IS IN ANY DOUBT AS TO INSURANCE COVER, HE/SHE SHOULD CLARIFY THE POSITION WITH THE MANAGEMENT COMMITTEE.
27. **Accidents:** The Hirer shall report, as soon as possible to a member of the Management Committee any accident involving injury to the public via email to the Booking Secretary. A relevant report must be completed in the Accident Book which is located with the First Aid box and First Aid manual in the kitchen area.

28. **Defibrillator:** The defibrillator is mounted on the wall outside the public house – The Bush located at the eastern end of the main street – The Street Shimpling.

29. **Children:**

1. All children under the age of 16 years must be supervised by the Hirer or by an appropriate adult nominated by the Hirer who must remain on site throughout the hire period.
2. The Hirer must ensure that any activity for children under eight years of age complies with the provisions of the Childcare Act 2006.
3. Children or teenage parties may not be held at the hall without an appropriate number of responsible adults present.
4. Bouncy castles are not allowed inside the hall.

30. **Vulnerable Adults:** Hirers are responsible for ensuring that any activities for vulnerable adults comply with the provisions of the Safeguarding Vulnerable Groups Act 2006 and that only fit and proper persons have access to the vulnerable adults.

31. **Refusals and Cancellations:** The Management Committee reserves the right to:

- Refuse any booking.
- Cancel an agreement at any time on giving seven days' notice in writing to the Hirer, e.g. because of the requirement to use the premises as a Polling Station for elections or by- elections.
- Cancel two bookings per year of regular users giving fourteen days' notice in writing.
- Cancel or refuse a booking where the Management Committee have reason to believe that the hire might lead to a breach of the law or might otherwise involve unsuitable activities.

32. **Performances and Film Shows:**

1. Any performance involving danger to the public, or film shows of a sexually explicit nature, must not be given.
2. Children must be prevented from viewing age-restricted films, classified according to the recommendations of the British Board of Film Classification.
3. Children using the stage for performances must be adequately supervised.

33. **Animals:** No animals or birds **except** guide/assistance dogs are allowed in the hall. No animals or birds may be allowed into the kitchen at any time.

34. **Cleaning:** Our cleaner may be willing to clean for a Hirer, but it would be a private arrangement between the cleaner and the Hirer.

35. **End of hire:** At the end of the hire period the Hirer must ensure that:

1. The premises are left in a clean and tidy condition and ready for the next Hirer as the hall will not necessarily be cleaned between bookings.
2. Kitchen cleaning
 - i. All surfaces have been wiped.
 - ii. Any crockery, glasses etc. have been properly washed up, dried and put away.
 - iii. Any cutlery used has been properly washed up, dried and put in the boxes provided.
 - iv. Any breakages must be reported promptly at the end of the hiring to the Booking Secretary.

3. The Hirer must also ensure that furniture and other items that may have been moved from their usual positions have been repositioned.
4. The hall must be secured with lighting and taps turned off. Additional charges may be taken from the deposit if lighting is left on, or water is left running.
5. All rubbish is to be sorted into recyclable items and disposed of in the relevant bins. No bottles are to be put into the bottle bank after 8.00 pm out of courtesy to neighbours and should be neatly stacked in the kitchen, preferably in a box.
6. Any hired crockery is to be removed before vacating the premises unless specific arrangements have been made previously with the Booking Secretary, for collection the following day of clean boxed items.
7. The whole building must be properly locked, and the Hirer is to leave by the front door. All doors and windows, internal and external, are to be securely closed and locked.
8. All fire doors must be securely closed.
9. The premises are vacated **within 30 minutes** of the end of the function unless other specific arrangements have been made in advance.
10. The keys are to be returned to the Booking Secretary unless the Hirer is a registered key holder. The Hirer is liable for the cost of replacing and fitting new locks in the event of a loss of keys.
11. Any damages or breakages to the hall, its equipment or contents are to be reported at once to the Booking Secretary. This includes any used fire extinguishers.
12. Hirers should note that unless the above conditions are met the hall's insurance might be invalidated and the Hirer's deposit could be withheld.

THANK YOU FOR YOUR COOPERATION