

# Terms and Conditions for use of Stocklinch Village Hall

These Terms and Conditions of Hire apply to all users of Stocklinch Village Hall. If the user is in any doubt as to the meaning of the following, a member of Stocklinch Village Hall Committee should be consulted.

*"SVH" shall from hereafter include Stocklinch Village Hall and the area outside.*

*"User" shall mean an individual or where the user represents an organisation.*

These conditions prohibit the use/hire of the hall to anyone under the age of 21 years. An older person making a booking on behalf of someone younger than 21 years old must be aware that they will be held responsible and will be liable.

A booking (subject to availability) will be confirmed on receipt of the following by the Hall Booking's Officer:

The Booking Form signed and returned together with the:

- Security Deposit (Breakage/Cleaning) as shown on the Booking Form.
- Hire Fee as shown on the Booking Form.

*(A total refund of the Security Deposit will be returned to the User, once the Hall has been inspected by either the Hall Booking Officer or a member of SVH Committee and it is agreed that there is no damage to the Premises and they have been left in a clean and tidy condition)*

## 1.0 SUPERVISION

The User shall, during the period of the hiring, be responsible for: supervision of the premises, the care of the fabric and the contents; safety from damage however slight or change of any sort and the behaviour of all persons using the premises. The User is also responsible for proper supervision of car parking arrangements so as to avoid obstruction of the highway or neighbouring properties.

*NOTE: The maximum capacity of the hall shall not exceed 70 persons.*

## 2.0 PREMISES USE

The User shall not use the premises for any purpose other than that described on the Booking Form 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.

The hire of the building is for the specific agreed times shown on the booking form and does not entitle the User to use or enter the premises at any other time. SVH does not in any way guarantee that SVH is suitable for any particular purpose and the User must satisfy themselves in this respect.

The User shall remove any sign, flag, emblem or other decoration displayed by the User outside or inside the building if in the opinion of SVH or Committee Member it shall be unseemly or expose the building to an undue risk of fire or in the opinion of SVH or its agent is likely to lead to disturbance or a breach of the peace.

All and any advertising of events must conform to the conditions of hire. Additionally any advertising including posters, newspaper inserts, magazine inserts, tickets, radio or any other social media, internet websites, and all other forms of media must not contravene UK or EU regulations. In the event that such promotion contravenes such regulations, this will result in the cancellation of the booking and forfeit of deposit.

## 3.0 INDEMNITY

The User is responsible for all damage to the building, equipment, furniture and property in the building occurring during the period of the hiring or while persons are entering or leaving the building pursuant to the hire, however and by whomsoever caused. The User will be responsible for replacement 'as new' of any equipment, furniture or property and for the full cost of making good any damage to the building, fixtures and fittings.

3.1 The User shall indemnify members of the SVH Committee and the Village Hall's volunteers, and invitees against:

3.1.1 The cost of repair of any damage done to any part of the premises, or equipment, including the structure thereof or the contents of the premises

3.1.2 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 User.

It is recommended that the User shall take out adequate insurance to insure the User and members of the User's organisation and/or invitees against all claims arising as a result of the hire. However, the User accepts all the responsibility of the risks whether or not they have taken out suitable insurance and this they agree to by their signing of the Booking form.

#### **4.0 EQUIPMENT & PROPERTY**

SVH Committee accepts no responsibility for any equipment or other property brought on to, or left, at the premises, and all liability for loss or damage is hereby excluded. All such equipment and any other property must be removed at the end of each hiring, or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

The SVH Committee may, in its discretion, in either of the following circumstances:

4.1 In respect of stored equipment, failure by the User either to pay any storage charges due, remove the same within 1 day after the agreed storage period has ended.

4.2 In respect of any other property brought onto the premises for the purposes of the hiring, failure by the User to remove the same within 1 day after the hiring; dispose of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the User any costs incurred in storing and selling or otherwise disposing of the same.

#### **5.0 ALTERATIONS**

No alterations or additions may be made to the premises nor may any fixtures or fittings be installed or placards, decorations or any other articles be attached in any way to any wall or part of the premises without the prior written approval of the Hall Bookings Officer. Any alteration, fixture or fitting or attachment so approved, remaining in the premises at the end of the hiring will become the property of SVH. SVH committee may arrange removal of such and make good any damage caused to the premises by such removal the costs of which the User will bear.

#### **6.0 ACCIDENTS AND DANGEROUS OCCURRENCES**

The User must report all accidents involving injury to the public in the Hall Accident Register. Any damage to, or failure of, any equipment belonging to the Village Hall must also be reported as soon as possible.

## **7.0 LICENCES**

The Hall does not have an alcohol Licence. Therefore, Alcoholic drinks may be offered free to adults only. NO sale of alcoholic drinks may be undertaken. No events may be advertised stating the availability of alcoholic drinks for sale. The User MAY NOT at any time sell, or cause to retail, any alcohol on the premises.

## **8.0 GAMING, BETTING, AND LOTTERIES**

The User shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and Lotteries.

## **9.0 HEALTH AND HYGIENE**

The User shall, if preparing, serving or selling Food, observe all applicable UK and EU Food Health and Hygiene Legislation and Regulations & ensure that the kitchen is cleaned thoroughly after use, using a bleach-based cleaner to ensure it is left free from any bacteria.

## **10.0 ELECTRICAL APPLIANCE SAFETY**

The User shall ensure that any electrical appliances brought by them to the premises shall be safe and in good working order, and used in a safe manner. SVH Committee reserves the right to examine the required Certification issued by a qualified Person in respect of the testing any such electrical appliances or equipment. Any costs incurred in repairing and damage caused to the premises by any such Electrical Appliance, brought and used by the User, will be borne by the User.

## **11.0 PUBLIC SAFETY COMPLIANCE**

The User shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, and the Local Magistrate's Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment. At no time may the fire escapes be blocked or restricted in any way. Chairs or other obstructions must not be placed in front of doors or fire appliances removed or tampered with, and fire doors must not be opened unless for emergency evacuation.

A fire-risk assessment for the known hazards has been carried out by SVH Committee. The User should be aware of the Fire Risk Assessment and the Floor Plan of SVH; both are available on the website [www.Stocklinch.org.uk](http://www.Stocklinch.org.uk) or on request. It is a condition of the booking that the User reads these. Users are responsible for all health and safety issues and providing information about safety procedures, Fire Exits etc to guests or invitees. The introduction of a new fire risk by the User either as a source of ignition e.g. Lighting of Candles, or as new flammable materials e.g. solvents, paper hangings must be accompanied by a risk assessment carried out by the User.

## **12.0 COMPLIANCE WITH THE CHILDREN ACT 1989**

The User shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons have access to the children. *(The User will be expected to be aware of the liabilities stated in the above legislation and to comply with these).*

## **13.0 HEALTH ACT 2006 PROHIBITION OF SMOKING IN PUBLIC PLACES**

The User ensures that the User's invitees comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be deemed to be in breach of the SVH conditions and they will be asked to leave SVH immediately.

#### **14.0 ANIMALS**

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

#### **15.0 SALE OF GOODS**

The User shall, if selling goods on the premises, comply with Fair Trading Laws and any Code of Practice used in connection with such sales. *(The User will be expected to have themselves aware of the liabilities stated in the above legislation).*

#### **16.0 ORDERLY BEHAVIOUR & NOISE**

The User shall ensure that the minimum level of noise during the Hire period and departure, particularly at night or if a booking is early in the morning. It is a condition of our premises' Licence that all doors are kept closed to limit neighbour noise; in addition, no music is permitted after 23:00 hours. The User will also ensure that those attending an engagement will maintain good order during the event, and at all times the User will take reasonable care to ensure that the occupants of neighbouring properties are not inconvenienced by noise, obstruction by vehicles and the like.

#### **17.0 THE RIGHT TO ENTER**

Any SVH Committee Member and a police officer has the right to enter the Hall at any time during the hiring, except where a hiring may come under the provisions of the Children Act 1989.

#### **18.0 END OF HIRE PERIOD**

On vacation of the building, the User shall leave the building and surrounding area in a clean and orderly state and ensure that all waste matter including, but not limited to, empty bottles, cans, paper, food debris and all other waste will be cleared from the building and suitably disposed of. The hall, kitchen and toilets must be left in as clean a condition as found. The security deposit monies will be refunded after a satisfactory inspection of the hall.

The User shall be responsible for leaving the premises properly locked and secured unless directed otherwise. All property, equipment, or furniture of the User and the User's agent must be removed from the building within 20 minutes after the expiration of the hiring. Additional fees may be charged for each hour or part thereof until the same is removed. SVH accepts no responsibility for any property left on the premises after the hiring. In the case of bazaars, jumble sales and any other occasion when property is brought into the premises for sale, all property remaining unsold at the termination of the hiring will be considered unwanted and SVH committee shall organise disposal of such items and charge any costs incurred to the User. Keys must be returned to the Hall Booking Officer within 24 hours. Failure to return a key will result in the security deposit being withheld.

#### **19.0 CANCELLATION**

If the User wishes to cancel the booking 14 days before the date of the event and the Hall Booking's Officer is unable to conclude a replacement booking, the question of the payment or the repayment of the deposit shall be at the discretion of the Booking Officer or SVH Committee.

The Village Hall Management Committee reserves the right to cancel this hiring by written notice to the User in the event of:

19.1 The premises being required for use as a Polling Station for a Parliamentary or Local Government election or bye-election or similar.

19.2 SVH Committee reasonably considers that such hiring might lead to a breach of licensing conditions or breach of other legal or statutory requirements, or unlawful or unsuitable activities may take place at the premises as a result of this hiring.

19.3 The premises becoming unfit for the use intended by the User.

19.4 SVH may refuse any application for the hire of SVH without stating a reason.

Villagers or village organisations will always have priority over other bookings. No organisation shall be deemed to have an undisputed right to an unbreakable series of bookings. In cases of doubt or difficulty the Booking Officer shall refer the case to the SVH committee whose decision shall be final.

### **20.0 Culpability.**

Except for wilful negligence on the part of SVH, SVH shall not be responsible for any loss of, or damage to, the Users or any third parties property arising out of the hiring, nor for any loss, damage, or injury which may be incurred by, or be done to, or happen to, any person or persons using the building during the hiring, arising from any cause whatsoever or for any loss due to any breakdown of machinery, equipment, failure or supply of electricity, leakage of water, fire, government restriction or act of God which may cause the building to be temporarily closed, equipment non-functioning, or the hiring to be interrupted, or indeed cancelled. The User shall indemnify SVH against any claim which may arise out of the hiring or which may be made by any person using the building during the hiring in respect of any loss damage or injury.

### **21.0 No Rights**

The booking of SVH constitutes permission only to use the premises and confers no tenancy or other right of occupation on the User.

### **21.0 LICENCES**

SVH's Licence does not cover performances of Theatrical, Ballet, Opera or Choral Works etc. The User is responsible for obtaining the requisite Performing Rights Society Licence and any other licence that may be required for their intended purpose. Any such licence must be shown to the Booking Officer of a SVH committee member.

### **22.0 The Hall Booking's Officer is : Paul Stewart**

Telephone (01460 55519 ) or Email: trees@gmx.co.uk

Hall keys will be given by arrangement with the Hall Booking's Officer and the keys must be returned to the Hall Booking's Officer at the end of the Hire period. Failure to return the keys as directed may result in the Security/Booking Deposit being retained in its entirety at the discretion of the Booking's Officer or SVH Committee.

# Stocklinch Village Hall – Booking Form

Please return to Paul Stewart, Trees, Stocklinch, Ilminster TA19 9JG

Full name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Tel No: \_\_\_\_\_ Email: \_\_\_\_\_

Date from: \_\_\_\_\_ until: \_\_\_\_\_ Month: \_\_\_\_\_ Year: \_\_\_\_\_

Timing of event start: AM/PM \_\_\_\_\_ finish \_\_\_\_\_ AM/PM

*(All music should end by 11:00pm and the function should end by 12 midnight)*

Description of event: \_\_\_\_\_

Number of people (max 70) Adults: \_\_\_\_\_ Children: \_\_\_\_\_

Booking Fee for the hall *(Fee is £20 for half a day)*

£ \_\_\_\_\_

Security Deposit for the hall *(In accordance with the T&Cs)*

£ 10.00

Total Due

£ \_\_\_\_\_

I agree to the SVH Terms and Conditions

**Signed:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

*Please make cheques payable to Stocklinch Village Hall.*