

# Terms and Conditions of Hire for East Meon Village Hall

January 2019

These standard terms and conditions apply to all hirings of East Meon Village Hall. 'We' and 'us' mean the East Meon Village Hall Management Committee. *If you make repeat bookings for hire with us, these terms and conditions apply to all future bookings until further notice.*

Additional conditions may be required by us for some bookings; these will be advised at time of acceptance of the booking. By completing and submitting the booking form, you are entering into a contract of hire with us – it is important that you **read these terms and conditions fully**, as they require you to accept specific responsibilities and liabilities. It is your responsibility to fully understand what is required – please ask the bookings manager if you are unclear.

Contact details for the booking manager are available on the [website](#).

The hall is licensed by East Hampshire District Council; the license is displayed on our [website](#). Specific aspects, including the finish time for events and the consumption of alcohol are subject to the conditions in that license – see below. The hall is licensed for a maximum of 200 people in the large hall and 250 in total in the hall.

## 1. Bookings

We prefer bookings to be made [online](#).

Bookings are accepted at the discretion of the Village Hall Management Committee and are not confirmed until you receive a written acceptance of booking. The Village Hall Management Committee may request further details of your event in order to assess any risks to the hall, participants and compliance with the premises license.

The online booking systems has some options which can be selected in various groups:

1. Serving Alcohol – you must state whether you are serving alcohol and the number of attendees.
2. Cleaning – You must state that you will clean the hall to the state you found it or select a cleaning service appropriate to the number of attendees to your event.
3. Setting up and putting away tables and chairs – you must state the you will do your own setting up and clearing away of tables and chairs or select to have village hall staff do it for a fee.

Failure to select these items will mean that the Hirer is responsible for cleaning the hall, setting out the tables and chairs and that no alcohol can be consumed at the event. The Village Hall Committee will make a deduction from your deposit for failing to comply with the above.

## 2. Deposits

We may require a deposit for events, but it is at the discretion of the booking manager to ask for a deposit if deemed appropriate. We will advise this at the time of booking. Deposits will be

required for parties, use of the kitchen, provision or sale of alcohol and additional risk factors determined by the Village Hall Management Committee. Our Party Risk Assessment form is at the end of this document.

### 3. Use of the premises

The hirer shall only use the premises for the purposes specified on the booking form and agreed by us on the acceptance form, and not for any purpose which is unlawful. We will agree a finish time for evening events governed by our license; you may not over-run this. (It is possible to arrange late-night extension by special license and extra payment to both us and EHDC, but this must be booked at least 28 days in advance.)

You must only use the rooms you have booked (plus common areas including toilets).

It is the hirer's responsibility to ensure that enough time has been booked. We charge separately for preparation and clearing time. Another hirer may be starting immediately your booked time ends.

### 4. Supervision and care

The hirer is responsible for the supervision and care of the premises during the hire period. This is a condition of our premises license and includes:

- **Safety.** The hirer must be familiar with safety arrangements including fire exits, external lighting and make suitable public safety announcements. Fire exit signs must be illuminated during the event.
- **Behaviour.** The hirer is responsible for the orderly conduct of events in the hall.
- **Care of premises** The hirer is responsible for any damage to the fabric of the buildings or fittings. A deposit may be required; damage and breakages must be paid for.

### 5. Alcohol—a summary

The hirer must inform us at the time of booking if alcohol is to be consumed at the hall, whether alcohol is for sale or not. If alcohol is consumed, the hirer must take responsibility to prevent:

- Underage drinking. No alcohol can be served to or consumed by under 18s on or around the premises.
- Public nuisance and dangers to health from over-consumption.

If alcohol is to be sold at an event, the hirer must apply for and obtain from us a bar license. The license will state specific conditions which the hirer must adhere to. Ask for more details if you have not held an event license before or see our statement on *Alcohol Licensing and Consumption* which we will send if you ask for a bar license.

The Management Committee reserve the right to make spot checks to ensure that these conditions are being observed and will end events if they are breached.

## **6. Noise**

The hall is less than 50m from residential properties. The hirer is responsible for ensuring that noise at the hall does not exceed reasonable levels. In particular, amplified music must not be played at a level which would cause complaint from nearby residents. Be aware that open doors and windows exacerbate this. The hall and car park must be vacated by 11.30 so we suggest music is off shortly after 11.00

## **7. Insurance**

The hirer is responsible for insurance of events and activities at the hall. The hall has its own third party and public liability insurance and will extend this to non-commercial events organised by village organisations or individuals. Commercial events should carry their own insurance for third party risks. The hall cannot accept responsibility for loss or damage to hirers' property brought to the hall, or to motor vehicles parked at the hall.

## **8. Decorations**

The hirer shall only fix decorations in a manner which does not leave permanent marks or require redecoration; costs of repair will be charged.

## **9. Cleaning and end of hire**

The hall is cleaned regularly to a good standard. Hirers are responsible for tidying the hall and leaving it in an acceptable state at the end of a hire. Small quantities of landfill waste (maximum of 2 black bags; no un-bagged, food or trade waste) can be deposited in the external wheeled waste bin at the rear of the hall. Food waste and all recycling materials (glass, cardboard etc.) must be removed from the hall and taken away by the hirer. We reserve the right to make charges for additional cleaning or redecoration required. We will retain any lost property for not more than 28 days.

At the end of the hire, the hirer must check that all lights are turned off and all windows and external doors are fully secured. The hirer is responsible for the return of hall keys to the Booking Manager as soon as practicable. The hirer will be charged for any lost keys.

## **10. Cancellation**

If the hirer wishes to cancel the booking before the date of the event, they must tell the hall's booking manager as soon as possible and if asked, confirm this in writing. If we are unable to secure a replacement booking, we reserve the right to charge a cancellation fee of up to 50% of the hire fee, and 100% if cancelled less than 48 hours before the event.

We reserve the right to cancel a booking in the case of force majeure – for example the premises being required as a polling station, or flood or fire. We will not be liable for any resulting loss in such a case.

## **11. Other aspects of hire**

The hirer must observe and enforce:

- Compliance with the requirements of the Children Act 1989 and associated regulations and guidance relating to the protection of children
- The national smoking ban in public buildings
- Age restrictions on the public screening of some films
- Fair Trading laws
- Health and hygiene regulations for preparing, handling, serving and selling food
- Gaming, betting and lotteries legislation
- Alcohol legislation – see our separate Terms and Conditions for Alcohol Licensing and Consumption.

## **Conditions of Hire**

1. East Meon Village Hall COMMITTEE accepts no liability for damage or injury to persons or property arising from the use of the Hall.
2. The Hirer must pay the prescribed fee at the time of booking or 2 weeks in advance of the hire whichever is later.
3. THE HIRER shall ensure that any electrical appliances brought by him/her to the premises and used there shall be safe and in good working order and used in a safe manner.
4. THE HIRER is responsible for proper supervision of car parking arrangements, so as to avoid obstruction of the footpaths. The COMMITTEE accepts no responsibility for theft or damage to property whilst within the car park.
5. The HIRER must ensure fire appliances are not misused.
6. The Hall is a non-smoking venue.
7. No fireworks, sparklers or naked flames (e.g. candles) are to be used anywhere in the hall.
8. Access to the Hall will not normally be permitted before the time booked on the application. (Please advise any caterers etc). Setting up and clearing up time needs to be allowed for in the booking. Any exceptions need to be agreed in advance with the Booking Secretary.
9. Hire of the both halls will include the use of the kitchen and its equipment.
10. A damage deposit will be charged at the discretion of the COMMITTEE / BOOKING SECRETARY for private parties, wedding receptions, commercial bookings, etc. Deposits may be forfeited in the event of users not complying with these terms and conditions.
11. Laying out of tables and chairs is the responsibility of the hirer but the caretaker will assist if given sufficient prior notice.
12. East Meon Village Hall has the facility to sell or serve alcohol on the premises. However, THE HIRER running a function requiring the serving of alcohol must first

receive permission from the Designated Premises Supervisor (DPS) and this facility is subject to a charge. All requests for supply of alcohol will require the completion of a request with an appointed person responsible for upholding the Village Halls alcohol policy and is subject to confirmation by the Hall's DPS.

13. THE HIRER must vacate the Hall by the time agreed in the hire. All licensed bars should be closed by 11.30pm leaving time to clear up before midnight. Any deviation from this must be agreed when hiring the Hall.
14. It is an offence to sell alcohol that has not had the UK duty paid.
15. No alcohol or valuables should be stored on the premises overnight.
16. Any booking having amplified music must ensure all doors and windows are kept shut except for normal access and egress to avoid unnecessary nuisance to the local residents.
17. Emergency exit doors must not be used for general entry to the Hall. If these doors are opened during a function, then it is THE HIRER'S responsibility to ensure that they are locked prior to leaving the Hall.
18. THE HIRER, will during the period of hiring, be responsible for the supervision of the premises and the behaviour of persons using the premises.
19. At the end of the hiring, THE HIRER shall be responsible for leaving the premises and surrounds in a clean and tidy condition. Any contents temporarily removed from their usual positions must be replaced, i.e. chairs and tables should be cleaned and stacked in the storage areas provided. If not, the Booking Secretary shall be at liberty to make an additional charge.
20. All rubbish should be bagged and put in the bins provided.
21. THE HIRER shall ensure that the minimum of noise is made on arrival and departure.
22. THE HIRER shall indemnify East Meon Village Hall for the cost of any malicious damage to the premises, the fabric or contents.
23. Hall Capacity must not exceed: Main Hall 264 people and Small Hall 89 people.
24. HIRER'S must be 21 years old or over

### **Risk Assessment for Parties**

We charge deposits to cover the costs of potential damage and breakages and cleaning. We may require you to make additional safeguards and deposits based on the risk of disorderly behaviour.

The form must be completed for any booking that involves alcohol. It is applicable to both private and public events.

East Meon Village Hall Committee will review your booking request and advise you if we require you to make additional arrangements for your event. Your booking is not confirmed until you accept those arrangements.