

OVERBURY VILLAGE HALL

CONDITIONS OF HIRE

The Hall facilities are hired on the agreement that the Hirer will comply with all rules, regulations and conditions applicable, including those under the Licensing Act 2003, the Equality Act 2010, the Health and Safety at Work Act 1974, and the Management of Health and Safety at Work Regulations 1999.

Overbury and Conderton Foundation accepts no responsibility for non-conformity by the Hirer to any rules or regulations applicable to the use of the Hall. It is the responsibility of the Hirer to ensure compliance with these Conditions of Hire throughout the period of hire.

If you are in any doubt as to the meaning of any of these conditions, you must seek clarification from us. We reserve the right to change these conditions of hire at our discretion.

1. Definitions

- **"We", "us", "our"** means Overbury and Conderton Foundation and Overbury Village Hall, and includes the Village Hall's management committee, charity trustees, employees, volunteers, agents and invitees
- **"You", "your", "the Hirer"** means the person or organisation hiring the Hall and includes your employees, volunteers, agents and invitees where applicable
- **"Premises"** means the Village Hall building and grounds.

2. Age of hirer

- 2.1. The Hirer, who must be over 21 years of age, agrees to be present (or ensure an authorised representative over 21 is present) throughout any period of use of the hall by the hirer in order to ensure compliance with these Conditions of Hire.

3. Capacity

- 3.1. The Main Hall can accommodate a maximum of **200 persons standing**. The Meeting Room can accommodate a maximum of **30 persons standing**. These numbers must not be exceeded under any circumstances and include all attendees, organisers, performers, staff, helpers and volunteers.
- 3.2. The capacities stated in 3.1 do not take into account the use of tables, chairs, staging or other infrastructure that occupies floor space. Where these are required, the maximum capacity must be reduced. As a general guide, the Main Hall can accommodate 120 guests seated for dining and 120 in theatre style seating incorporating a stage area. The Meeting Room can accommodate 16 seated boardroom style. These are approximations for guidance only. The capacity for each room will depend on the specific layout configuration that you require.

4. Supervision

- 4.1. During the period of hire, you are responsible for
 - supervision of the Premises, the fabric and contents
 - care of the Premises and safety from damage however slight
 - the behaviour of all persons using the Premises
 - proper supervision of car parking arrangements to avoid obstruction of the highway. Please note that there is no dedicated car park on site – Hirers must ensure that cars are parked with due consideration for residents and estate workers.
- 4.2. You must provide sufficient stewards to maintain good order and ensure public safety. For events with children under 18, appropriate supervision must be provided having regard to the ages and number of children attending.
- 4.3. You must make good or pay for all damage (including accidental damage) to the Premises, fixtures, fittings or contents and for loss of contents.

5. Use of premises

- 5.1. You must not use the Premises for any purpose other than that described in your booking, nor sub-hire the Premises, nor allow the Premises to be used for any unlawful or unsuitable purpose or in any unlawful way.

- 5.2. You must not do anything or bring onto the Premises anything which might endanger the Premises or render invalid any insurance policies covering the Premises.
- 5.3. Hire fees include electricity for normal hall activities. Hirers agree to use electricity reasonably and responsibly, which includes:
 - Switching off lights, heating and equipment when not in use and at the end of the hire period
 - Not bringing high-consumption electrical equipment (such as space heaters, catering equipment, or industrial equipment) without our prior written agreement
 - Reporting any electrical faults or concerns promptly.
- 5.4. We reserve the right to levy an additional charge where electricity usage is deemed excessive, or where high consumption equipment has been brought onto the premises without prior approval. In such cases, hirers will be notified and charges will be calculated based on actual additional costs incurred.

6. Fire precautions

- 6.1. The Hirer and any stewards must familiarise themselves with the location of fire extinguishers, emergency exits, alarm points, escape routes and the first aid kit, which is located in the kitchen.
- 6.2. In advance of your event you must check that
 - all fire exits are unlocked and panic bolts are in good working order
 - all escape routes are free of obstruction and can be safely used for instant exit
 - fire doors are not wedged open
 - there are no obvious fire hazards on the Premises
- 6.3. You must ensure that
 - highly flammable substances are not brought into or used in any part of the Premises
 - internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are not erected without our consent
 - no unauthorised heating appliances or portable LPG heaters are used
 - fireworks are not brought into the Hall or ignited on the grounds
 - candles are not used (tea-lights may be used only if placed in non-combustible containers)
- 6.4. In the event of fire anywhere in the building, the Fire Service must be contacted immediately (call 999). You must evacuate the building, assemble on the pavement by the field opposite Church Row, account for all persons, and report the incident to the Hall Manager on 01386 725383.

7. Use of externally supplied equipment

- 7.1. It is a condition of hire that you, the Hirer, are entirely responsible for the safe condition of any equipment that you, or any other third-party contractor, bring into the hall and provide for use during the period of hire. This includes, but is not limited to, bouncy castles or inflatable equipment, sporting equipment, machinery, electrical equipment.
- 7.2. You must ensure that any equipment used during the period of hire is installed and operated safely and that adequate supervision is provided at all times when in use, and that safety rules are clearly displayed and enforced.

8. Smoking

- 8.1. Smoking is not permitted anywhere inside the Hall or in its external grounds. Failure to observe this will result in loss of deposit.

9. Alcohol

- 9.1. No persons under 18 years of age may be supplied with or permitted to consume intoxicating liquor on the Premises. If your event will involve alcohol, you must advise this when booking.

- 9.2. You will **not** need to obtain a licence if
- the alcohol will be in sealed bottles/cans used as prizes alongside non-alcoholic drinks; or
 - alcohol is served to invited guests for no charge at a private function; or
 - the event is organised by a club or society and alcohol is genuinely free of charge to participants, having been donated or brought in by individuals for their own consumption.
- 9.3. For all other situations, alcohol may **not** be sold or served unless you have obtained a Temporary Event Notice (TEN) from Wychavon District Council at least 10 days before your event, obtained our consent, and provided us with a copy of the TEN before your event.
- 9.4. You must ensure that no one consumes excessive amounts of alcohol and that no person suspected of being drunk is served alcohol.

10. Music, entertainment and temporary event notices

- 10.1. Our Premises Licence authorises the following licensable activities (subject to certain time limitations):
- Performing live music (including amplified)
 - Playing recorded music (amplified)
 - Performing dance and plays
- 10.2. You must obtain a Temporary Event Notice (TEN) for any other form of licensable activity:
- obtain our consent before giving notice of a TEN to the licensing authority
 - give notice at least 10 working days before your event
 - provide us with a copy of the TEN before your event
 - comply with all conditions of the TEN and our premises licence
- 10.3. If you fail to comply, we will cancel the hiring without compensation. There is a limit on the number of TENs that can be granted annually. Lack of co-operation could affect future fundraising by us and by local voluntary organisations.
- 10.4. We hold a joint PPL/PRS licence (Phonographic Performance Licence and the Performing Right Society) for copyright music. Please note that our joint licence does not cover:
- any third-party hire to commercial organisations and individuals earning an income from providing activities such as aerobics classes, practice and social dance classes/sessions
 - any event where the profit does not go directly to the Foundation
 - musical performances or events for which the price of admission (whether by ticket, programme or otherwise) is £20 or more. Such events are chargeable under the appropriate PRS for Music and PPL tariffs.
- Such activities will require a separate PRS for Music and/or PPL licence which must be obtained by the hirer.

11. Film exhibition

- 11.1. You must restrict children from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. You must ensure that you have the appropriate copyright licences for any film exhibition.

12. Safeguarding children, young people and vulnerable adults

- 12.1. You must ensure that any activities for children, young people and vulnerable adults are only provided by fit and proper persons in accordance with the Safeguarding Vulnerable Groups Act 2006 and subsequent legislation. When requested, you must provide us with a copy of your Safeguarding Policy and evidence of relevant Disclosure and Barring Service (DBS) checks.

13. Food, health and hygiene

- 13.1. If preparing, serving or selling food, you must observe all relevant food health and hygiene legislation and regulations. Dairy products, vegetables and meat must be refrigerated and stored in compliance with Food Temperature Regulations.
- 13.2. The kitchen has basic facilities only; you should determine its suitability for your needs. All food waste and rubbish must be removed from the Premises.

14. Electrical appliance safety

- 14.1. You must ensure that any electrical appliances brought by you to the Premises are safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989.

15. Accidents and first aid

- 15.1. A first aid kit is provided in the kitchen. You must report all accidents involving injury to any person to us as soon as possible and complete the accident book.
- 15.2. You must report to us any failure of equipment (ours or yours) as soon as possible.
- 15.3. Certain types of accident or injury must be reported in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

16. Insurance and indemnity

- 16.1. You are liable for
- the cost of repair of any damage (including accidental and malicious damage) to any part of the Premises, fixtures, fittings or contents
 - all claims, losses, damages and costs arising from your use of the Premises
 - all claims arising from any nuisance caused to third parties as a result of your use of the Premises
 - any insurance excess incurred by us in respect of claims arising from your hire
 - the difference between the amount of any liability and monies we receive under our insurance policy.
- 16.2. For non-commercial private functions and certain approved activities, our insurance provides hirers' liability cover up to £2,000,000 for injury to members of the public or damage to their property arising from your use of the Premises. This hirers' liability cover does **not** apply to:
- food or drink supplied by a professional caterer
 - use of bouncy castles, inflatables, fly walls, bungee equipment or similar activity equipment
 - bonfires and fireworks
 - organised contact sports (including martial arts) activities
 - use of the Premises for political groups/meetings or business activities by commercial organisations.
- 16.3. For any activities listed in clause 16.2 above, you must arrange your own public liability insurance with a minimum cover of £5,000,000 and provide evidence of this insurance to us upon request.
- 16.4. If your booking is for a commercial venture (an organisation or activity trading for profit), you must arrange your own public liability insurance with a minimum cover of £5,000,000 and provide evidence of this insurance to us upon request.
- 16.5. If you fail to provide evidence of required insurance when requested, we may cancel your booking.
- 16.6. We are insured against any claims arising out of our own negligence.
- 16.7. We accept no responsibility for any loss of or damage to your property placed in or brought to the Hall.

17. Stored equipment

- 17.1. We accept no responsibility for any stored equipment or other property brought onto or left at the Premises. All liability for loss or damage is excluded.
- 17.2. All equipment and property must be removed at the end of each hiring, or we will charge fees at the daily hire rate until removed. We may dispose of items not removed within seven days and charge you the costs incurred.

18. Animals

- 18.1. Guide dogs, hearing dogs and assistance dogs are allowed on the Premises. No other animals may be brought into the building without our permission. No animals of any kind may enter the kitchen.

19. Drunk and disorderly behaviour and illegal drugs

- 19.1. You must ensure that no illegal drugs are brought onto the Premises.
- 19.2. Drunk and disorderly behaviour is not permitted either on the Premises or in its immediate vicinity. We will ask any person suspected of being drunk, under the influence of drugs, or behaving in a violent or disorderly way to leave the Premises.

20. Gaming, betting and lotteries

- 20.1. You must ensure that nothing is done on or in relation to the Premises in contravention of the law relating to gaming, betting and lotteries.

21. Sale of goods

- 21.1. If selling goods on the Premises, you must comply with Fair Trading Laws. You must ensure that prices are prominently displayed along with the organiser's name and address.

22. No alterations

- 22.1. You must not make any alterations or additions to the Premises, nor install or attach any fixtures, placards, decorations or other articles without our prior written approval. Any approved items may remain and become our property, or you must make good any damage caused by their removal.

23. Hours of use

- 23.1. We reserve the right to restrict the hours of use in particular circumstances. In no case may the use of the Hall or the playing of music be extended beyond 11.00pm.
- 23.2. You must ensure that the start and finish times are strictly observed. The Premises must be vacated at the end of the hire period. Booking times must include any setting up, packing away and cleaning time.

24. End of hire

- 24.1. You are responsible for leaving the Premises and surrounding area in a clean and tidy condition, properly locked and secured (unless directed otherwise), with any contents temporarily removed properly replaced.
- 24.2. You must
 - remove all rubbish and litter from the Premises
 - clean and return to storage any tables, chairs and other equipment used, ensuring that safe manual handling practices are followed at all times
 - remove all alcohol from the Premises
 - switch off all heating, lighting and other electrical appliances
 - ensure the hall floor does not get wet or remain wet.
- 24.3. A charge will be made if the Premises are not left clean and tidy. Cleaning materials are kept in the kitchen and the adjoining storage room.
- 24.4. Any damage or breakages must be reported without delay to the Hall Manager.

25. Payment

- 25.1. We reserve the right to request a non-refundable deposit to secure your booking. If we decide to exercise this right, we will notify you when you submit your booking request.
- 25.2. **For residents:** We will invoice you for your hire fee (less any deposit paid) immediately following your hire. Payment must be made in full within 7 days of our invoice.
- 25.3. **For non-residents / commercial hires:** All hire fees are payable in advance. You will be invoiced 4 weeks ahead of your hire, payable within 7 days.
- 25.4. We may require a refundable security deposit of up to £500 for certain functions. This will be refunded within 7 days of your event if no damage, loss or complaints have occurred and the Premises have been left clean and tidy.

26. Cancellation

26.1. If you wish to cancel your booking, we reserve the right to retain all or part of any booking deposit and fees paid.

26.2. We reserve the right to cancel your booking without notice if either

- you fail to pay, when requested, the booking deposit or the security deposit, or
- you fail to pay the balance in full at least 7 days prior to your event.

26.3. We reserve the right to cancel by giving you written notice in the event of

- the Premises being required as a Polling Station
- our reasonably considering that the hiring will lead to a breach of licensing conditions or other legal requirements, or that unlawful or unsuitable activities will take place
- the Premises becoming unfit for your intended use
- an emergency requiring use of the Premises as a shelter
- government guidance requiring cancellation.

26.4. In such cases, you will be entitled to a refund of any deposit and fees paid, but we will not be liable for any resulting loss or damages.

27. Supervision and access

27.1. You must grant access to any Police, Fire or Local Government Officer and to any of our representatives at any time during the hiring. We may enter the Premises at any time to ensure these Conditions are being observed.

28. No rights

28.1. Your hire constitutes permission only to use the Premises and confers no tenancy or other right of occupation.

28.2. None of the provisions of your hire or these conditions of use are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this agreement.