**Sutton Courtenay Village Hall**

**TERMS & CONDITIONS OF HIRE**

Agreements with the Trustees of Sutton Courtenay Village Hall (“the Village Hall”) for the hire of Sutton Courtenay Village Hall or any part thereof (“the Premises”) are subject to these Terms and Conditions of Hire (“the Hire Conditions”).

**GDPR**

By proceeding with your booking you acknowledge our GDPR requirement that you have given us permission to share your data for the sole purpose of managing your booking.

**1. Undertaking of the Hirer**

The Hirer undertakes to ensure that they have an understanding of the Hire Terms and Conditions for the time being in force.

**2. Supervision by the Hirer**

The Hirer undertakes to be present, or arrange for sufficient adult representatives to be present, throughout the hiring to ensure compliance with the provisions and stipulations contained or referred to in these Hire Terms and Conditions and any relevant licenses.

**3. Responsibility of the Hirer**

The Hirer shall be responsible during the period of hire for:-

* Ensuring that the Premises are kept secure for the duration of the hire
* Supervision of the use of the Premises and the care of its fabric and contents
* Ensuring that the purpose and conduct of the hire does not disrupt the use of any other room hired by other persons
* *Ensuring that the Premises including Inner and Outer entrance halls, main hall including bar area, Committee room, kitchen, kitchen floor, kitchen surfaces wiped, kitchen appliances and toilets as appropriate are left clean and tidy with* ***all rubbish, food waste and soiled nappies taken home at the end of the hire***
* Ensuring to bring own crockery and cutlery as necessary
* Mopping up all spills as they occur as this helps prevent sticky substances being spread all over the floor
* Ensuring that all equipment, chairs and tables have been wiped down and returned to their storage positions safely, the Premises are cleared of people, all lights switched off, and the building secured, except for any facilities or room or public area in use by another continuing hire
* Ensuring that permission has been sought from the Village Hall Management Committee (VHMC) for any temporary fittings and fixtures and that they comply with Health and Safety guidance.
* ***Ensuring that the use of crazy string, party poppers, glitter, chocolate fountains******, smoke or dry ice machines, kettles and Sellotape is not used in the building. Steam will trigger the fire alarm and building will have to be evacuated.***
* ***Kettles, smoke or dry ice machine*** *are not allowed as steam/smoke will trigger the fire alarm and the building will have to be evacuated.*
* *Re-stacking table and chairs used, paying attention to the notice on the chair store door*
* Ensuring that any equipment or electrical appliances brought onto the Premises and used there shall be in good working order, certified safe by a qualified electrician, and used in a safe manner.
* Ensuring that no animals (including birds), except assist dogs are brought into the building, without written permission of the VHMC on the occasion of a special event or hire agreed to by the VHMC . ***Ensuring that NO animals whatsoever enter the kitchen at any time***
* Ensuring that no Barbeques, LPG appliances or highly flammable substances are brought onto the Premises
* Ensuring that the hirer and their attendees recognise the fact that the Premises are situated in a residential neighbourhood and conduct themselves accordingly by, for example, taking care not to slam car doors, especially late at night, and not playing music or making other sounds at inappropriate levels.

**4. Refundable Deposit**

* A refundable deposit is charged and payable by the hirer with the hire invoice. This can range from £25 to £300 and possibly more depending on the nature of the booking and duration of the booking.
* Should any of the items in our T&C’s not be adhered to, in particular, if the booking is **not** finished at time stated on the booking form, or if there is any minor damage or hall left in an unclean state with a sticky floor, the Management committee reserves the right to **retain your deposit by way of payment for any extra work or extension of booking time.**
* It is possible that there is another function in the Hall immediately after your booking. Therefore please ensure that you vacate the Hall and leave it in a clean and tidy condition by the latest time stated on the booking form. **Failure to do so may result in the deposit being forfeited.**

**5. Fire Regulations**

The Hirer shall:

* Ensure that the “Emergency Exit” signs are kept illuminated
* Ensure that the Fire Brigade is called to any outbreak of fire, however slight, and details of the emergency are given to the **Village Hall booking clerk**
* Prior to the start of an event indicate the fire exits and Evacuation Meeting Place(s) to the persons attending the event
* Ensure that all fire exits in the hall/room they have booked are **kept clear at all times.**
* Ensure that the relevant hall, porch and inner hall entrances are not blocked with items such as buggies, wheelchairs or mobile scooters
* The main Evacuation Meeting Place is at the entrance to the Car Park, the secondary Meeting Point is at the rear of the Committee room directly in front of the emergency exit, by the tennis court fence.
* No person may re-enter the Hall without the permission of the Fire Brigade.

**6. Use of Premises**

The **Responsible** Hirer shall **not**:-

* Allow **any participants of their event** to enter the premises should the building be unlocked, prior **to** the responsible **key holder** taking charge of the building as this is in breach of the booking **conditions (this is in cases where the building is unlocked because of use another part of the facility).**
* sub-let or use the Premises for any purpose other than that described in their Booking Application
* use the premises or allow the Premises to be used for any unlawful purpose or in any unlawful way
* do anything or bring onto the Premises anything which may endanger the Premises or render invalid any insurance policies in respect thereof
* allow the use of drugs on the Premises
* allow smoking or vaping on the Premises, or in the vicinity of the entrances or in car park

**7. Car Parking**

Vehicles are parked at owner’s risk. The Village Hall Management Committee cannot accept any responsibility for damage to vehicles or belongings whilst in the car park. The two spaces at the side of the front entrance to the hall are reserved for disabled parking, but may be used temporarily for unloading. No overnight parking is allowed. **During the winter period the Village Hall Management Committee does not have any facilities for de-icing the car park. All users must make people aware that when the temperature goes below freezing then the car park area may become hazardous to drive/walk upon and will be used at their own risk.**

**8. Premises Licence and other relevant legislation**

The Hirer is responsible for:

* not allowing any intoxicating liquor to be sold or consumed on the premises without the prior approval of the Village Hall Management Committee (VHMC) and must be disclosed when making the booking. **The hirer is responsible for obtaining the necessary alcohol licence from Vale of White Horse District Council if alcohol is to be sold at the event, and a copy of the licence given to the village hall bookings clerk prior to the event.**
* Ensuring no excessive noise occurs, particularly late at night, with a minimum of noise being made by any person on arrival or departure

The Hirer shall ensure that the users:

* do not contravene the law relating to gaming, betting, and lotteries
* comply with all conditions and regulations required by the Licensing Act, particularly in connection with events which include public dancing or music, or stage plays, or films, or similar entertainment taking place at the premises.

A breach of this condition may lead to prosecution by the local authority.

**9. Compliance with legislation relating to children or vulnerable adults**

* The Hirer shall ensure that any activities at the Premises for children or vulnerable adults comply with current legislation in that regard and that only fit and proper persons have access to children or vulnerable adults. Child Protection Policies are the responsibility of the Hirer.
* The Hirer organising events for children whose parents or guardians do not accompany them must ensure they are properly supervised at all times by suitable adults. The VHMC require sight of the signed consent of the nominated supervising adults.

**10. Indemnity**

The Hirer shall indemnify and keep indemnified each of the Trustees of the Village Hall and their employees, volunteers, agents and invitees against:

* the cost of repair of any damage done to any part of the Premises including the curtilage thereof or the contents of the Premises
* against all actions, claims, and costs of proceedings arising from any breach of the Hall Conditions
* all claims in respect of damages, including damage for loss of property or injury to persons, arising as a result of the use of the Premises (including the storage of equipment) by the Hirer

As directed by the Village Hall, the Hirer shall make good or pay for all damage (including accidental damage) to the Premises or to the fixtures, fittings or contents and for loss of contents

**11. Insurance**

The Hirer is responsible for ensuring that any catering company or operator hired to bring equipment such as bouncy castles onto the Premises has relevant and appropriate insurance, which shall include public liability insurance.

Commercial hirers must provide Public Liability insurance (£5,000,000 minimum indemnity).

**12. Public Health**

The Hirer is responsible for conforming to all Public Health legislation and guidance that relates to the control of viral pandemics or diseases such as Covid-19 and to take reasonable precautions to stop the spread of the virus.

**13. Accidents and Dangerous Occurrences**

The Hirer must report all accidents involving injury to the public, to an authorised representative of the Village Hall as soon as possible and complete the relevant section in the Village Hall’s Accident Book. The hirer shall ensure the appropriate medical assistance is sought, or an ambulance is called without delay. **Under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR), the trustees have to report specific accidents, injuries, diseases, and dangerous occurrences to the Health and Safety Executive (HSE) if they occurred at the village hall.**

Any failure of equipment, either that belonging to the Village Hall, or brought in by the Hirer must also be reported as soon as possible.

**14. Stored equipment**

The Village Hall may provide storage space, including cupboards, for regular users, and may charge a deposit for the use of a key to these storage spaces. *These keys remain the property of the Village Hall, and, on request, must be returned to the Village Hall.*

The Village Hall accepts no responsibility for any stored equipment or other property brought onto or left at the premises and all liability for loss or damage is hereby excluded. All equipment and other property, other than that stored on the premises by agreement, must be removed at the end of each hiring or storage period. The Village Hall may dispose of any such items 7 days thereafter at its discretion, by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer daily storage fees and costs incurred in storing and selling or otherwise disposing of the same.

**15. No alterations**

**At any time no Blu-tack, drawing pins, adhesive tape or similar may be used on any walls, floors,**

**surfaces or ceilings of the village hall or the extensive use of glitter art materials.**

No other alterations or additions may be made to the Premises, and no fixtures may be installed, or placards, or other articles be attached in any way to any part of the Premises without the prior written approval of the VHMC.

Any alteration, fixture or fitting, or attachment, so approved, shall, at the discretion of the Village Hall, remain in the Premises at the end of the hiring and become the property of the Village Hall or be removed by the Hirer. The Hirer must make good to the satisfaction of the Village Hall any damage caused to the Premises by such removal.

**16. Interruption of Regular Bookings**

If a Hirer is a regular weekly user, the Village Hall reserves the right to cancel all, or part of, certain bookings in favour of longer one-off bookings. Such cancellations shall not occur more than once a month, and at least one weeks’ notice shall be given of such cancellation.

The Village Hall reserves the right to nominate a specified weekday evening as not being available for regular weekly bookings, so that priority can be given to monthly, or less frequent, bookings.

**17. Cancellation by the Hirer**

If the Hirer cancels the booking at least **four weeks** before the date of the event, the Village Hall will return in full the deposit and any fees already paid. For regular weekly Hirers who pay on a monthly basis and who have a rolling deposit, they will be credited with the session fee only

If the Hirer cancels the booking between **two** and **four** **weeks** before the date of the event, the Village Hall will return the deposit and 50% of any hire fees already paid. For regular weekly Hirers who pay on a monthly basis and who have a rolling deposit, they will be credited with 50% session fee only

If the Hirer cancels the booking less than **two weeks** before the date of the event or fails to proceed with the booking thereafter, the Village Hall will return the deposit but retain any hire fees already paid. For regular weekly Hirers who pay on a monthly basis and who have a rolling deposit their fees paid for the session will be forfeit.

**18. Cancellation by the Village Hall**

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

(a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election.

(b) the Village Hall management committee reasonably considering that (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring.

(c) the premises becoming unfit for the use intended by the Hirer.

(d) an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters. In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the Village Hall shall not be liable to the Hirer for any resulting direct or indirect loss

**19.Adult parties**

* For adult Birthday parties the deposit amount shall be £300.00
* Lock up time being strictly 23:00 so as to minimise noise disruption to neighbouring houses.
* No overnight bookings

**20. Acceptance**

**These Terms and Conditions will have been made available to the Hirer at the time of making the booking. By proceeding with the booking the Hirer is deemed to have accepted these terms and conditions.**