



STANDARD TERMS & CONDITIONS OF HIRE

These standard terms and conditions apply to all hiring of Thornham Village Hall, Sports Pavilion, interior and exterior moveable equipment and car park and playing field associated facilities (the Premises). If the Hirer is in any doubt as to the meaning of the following, the Events Manager should immediately be consulted.

Age

The Hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge of and on the Premises at all times when the public are present and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises, are met.

Supervision

The Hirer shall, during the period of the hiring, be responsible for supervision of the premises, the fabric and the contents. The Hirer shall be responsible for their care, safety from damage, however slight, or change of any sort, and the behaviour of all persons using the premises, whatever their capacity. The Hirer shall ensure proper supervision of car parking arrangements so as to avoid obstruction of the highway and hazardous situations.

Use of Premises

The Hirer shall not use the Premises for any purpose other than that described in the Hiring Agreement. The Hirer shall not sub-hire or use the premises or allow the Premises to be used for any unlawful or unsuitable purpose or in any unlawful way. The Hirer shall not do anything or bring onto the Premises anything which may endanger the same or render invalid insurance policies in respect thereof nor allow the consumption of alcohol therein without written permission of the Trustees.

Insurance and Indemnity

Clause A

- The Hirer shall be liable for:-
- The cost of repair of any damage (including accidental or malicious damage) done to any part of the Premises including the curtilage thereof or the contents of the Premises
- All claims, losses, damages and costs made against or incurred by Thornham Village Hall and Playing Field Ltd (TVH&PF Ltd), its Trustees, their employees, volunteers, agents or invitees 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 Hirer
- All claims, losses, damages and costs made against or incurred by TVH&PF Ltd, its Trustees, their employees, volunteers, agents and invitees as a result of any nuisance caused by third party as a result of the use of the Premises by the Hirer and subject to clause B below, the

Hirer shall indemnify and keep indemnified accordingly TVH&PF Ltd, its Trustees, employees, volunteers, agents and invitees against such liabilities.

- Any loss damage or theft of any equipment or goods brought into Thornham Village Hall or left in Thornham Village Hall overnight. TVH&PF insurance does not cover such claims

Clause B

- TVH&PF Ltd has insurance to insure the liabilities described in clause A above and may, at its sole discretion, in the case of non-commercial hirers, insure the liabilities described above. TVH&PF Ltd shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall fully indemnify and keep indemnified TVH&PF Ltd, its Trustees, employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.
- If the hirer of a non-commercial event engages the services of a person or persons who operate on a commercial basis, then the Hirer must ensure the provider has their own public liability cover as TVH&PF Ltd's insurance does not insure their liabilities, and if required by the Trustees produce written evidence of such insurance.
- In cases of commercial hire, where TVH&PF Ltd does not insure the liabilities described in clause A above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence to the Events Manager. Failure to produce such policy and evidence of cover will render the hiring void.
- TVH&PF Ltd is insured against any claims arising out of its own negligence.

Betting, Gaming and Lotteries

The Hirer shall ensure that no gaming takes place on the premises.

Music Copyright Licensing

The Premises holds the relevant licences with the Performing Rights Society (PRS) for public performances of musical compositions and the Phonographic Performance Licence (PPL) for the public performances of recorded music. All Commercial Hirers who use recorded music, such as aerobics instructors, shall hold their own PPL licence.

Film Shows

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. The Hirer shall ensure that they have the appropriate copyright licences for film.

Childcare Act 2006

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding of Vulnerable Groups Act 2006 and only fit and proper persons who have passed the appropriate Disclosure and Barring Service checks should have access to the children. Checks may also apply where children over the age of eight and vulnerable adults are taking part in activities. The Hirer shall provide the Trustees with a copy of their DBS check and Child Protection Policy on request.

Bouncy Castles

For public safety reasons exterior Bouncy Castles are not permitted anywhere on the playing field. Interior Bouncy Castles are permitted if provided by a professional hire company and must be attended at all times.

Public Safety Compliance

The Hirer shall comply with all conditions and regulations made in respect of the Premises by the Local Authority, the Licensing Authority, and the Trustees' Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided, or which is attended by children. The Hirer shall also comply with the Trustees' Health & Safety Policy which is available to Hirers on request from the Events Manager.

The Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to the Events Manager.

- The Hirer acknowledges that they received instruction in the following matters:
- The action to be taken in the event of a fire. This included calling the Fire Service and evacuating the Hall.
- The location and use of fire- fighting equipment.
- Escape routes and the need to keep them clear.
- Method of operation of escape door fastenings.
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
- Location of First Aid boxes and defibrillator.
- In advance of any activity whether regulated entertainment or not the Hirer shall check the following items
- That all fire exits are unlocked and panic bolts in good working order.
- That all escape routes are free of obstruction and can be safely used for instant free public exit.
- That any fire doors are not wedged open.
- That all exit signs are illuminated.
- That there are no obvious fire hazards on the Premises

Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment, make use of any noise limitation device provided at the Premises and comply with any other licensing conditions for the Premises.

Licenses for the Sale or Consumption of Alcohol

Whilst the Premises has the benefit of a Premises Licence permitting the sale of alcohol within the licensed area, all Hirers wishing to sell alcohol must do so via the services of a Licensed Bar Provider. Details of the Bar Provider and evidence of such licence must be provided to TVH&PF at the time of booking. Hirers who wish to provide alcohol free of charge shall obtain permission from the Trustees.

Drunk & Disorderly Behaviour and Supply of Illegal Drugs

The Hirer shall ensure that in order to avoid disturbing neighbours to the Premises and avoid violent or criminal behaviour, care is taken to avoid excessive consumption of alcohol. No illegal drugs may be brought onto the premises. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises in accordance with the Licensing Act 2003.

Health & Hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the Premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The Premises are provided with a refrigerator and thermometer. It is the Hirer's responsibility to ensure that the facilities provided are adequate for the purpose of hire.

Electrical Appliance Safety

The Hirer shall ensure that any electrical appliances brought by them to the Premises and used there shall be safe, in good working order and used in a safe manner in accordance with the Electricity at Work Regulations 1989. All trailing leads and extensions should be covered in a safety trunking or covered with a safety mat. Trailing leads must not be taped to the floor.

Stored Equipment

The Trustees accept 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.

Smoking

The Hirer shall, and shall ensure that the Hirer'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 asked to leave the building. The Hirer shall ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in the receptacles provided in a tidy and responsible manner, so as not to cause a fire.

Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to the Events Manager **as soon as possible** and complete the relevant section in the Premises' accident book. Any failure of equipment belonging to the Premises or brought in by the Hirer must also be reported **as soon as possible**. Certain types of accident or injury may need to be reported in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR). The Events Manager will advise.

Explosives and Flammable Substances

The Hirer shall ensure that:

- Highly flammable substances are not brought into, or used on any part of the Premises
- Smoke generating machines are not brought into or used on any part of the Premises
- No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Events Manager. No decorations are to be put up near light fittings
- For the avoidance of doubt, the Trustees deem Chinese Lanterns to be Flammable Substances.
- No naked flames, imitation candles are permitted

Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the Premises. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought onto the Premises, other than for a special event agreed to by the Events Manager. No animals whatsoever are to enter the kitchen at any time.

Sale of Goods

The Hirer shall, if selling goods on the Premises, comply with the current Fair Trading Laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address and that any discounts offered are based on Manufacturers' Recommended Retail Prices.

Payment of Hire Fees

The Hirer shall pay the full agreed hire fee plus any security deposit prior to the event.

End of Hire

The Hirer shall be responsible for leaving the Premises and surrounding area in a clean and tidy condition and free of all rubbish, locked and secured unless directed otherwise. All damage and breakages will be charged to the Hirer. Any contents including furniture and equipment (included that provided in the kitchen) temporarily removed from their usual positions should be properly replaced, otherwise the Trustees shall be at liberty to make an additional charge. All equipment, appliances and other items brought into the Premises shall be removed at the end of the hiring.

No Alterations

No alterations or additions may be made to the Premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the Premises without the prior **written** approval of the Event Manager.

No Rights

The Hiring Agreement constitutes permission only to use the Premises and confers no tenancy or other right of occupation to the Hirer.

Equal Opportunities

The Hirer shall comply with the Trustees' policy on Equal Opportunities which is available on request from the Events Manager.

Special Conditions

The Events Manager may, as a condition of hire, specify additional conditions. These (if any) will be notified to the Hirer in writing and agreed before the booking is confirmed.

The following clause is a Special Condition of Hire for all regular Hirers:

The Hirer shall, when requested to do so by the Events Manager, and subject to the sub clauses below, make way for other Hirers on an occasional basis

- The request to accommodate a special booking will be conveyed to the Hirer by the Events Manager. Such a request shall normally only be made if it is considered by the Events Manager to be in the wider interest of the community and/or Hall and after due consultation with the Chairman or other Trustees
- Notice of not less than 30 days shall be given for any such request
- The Events Manager shall endeavour to ensure that requests to give up bookings are not made on consecutive booking dates
- The Hirer shall not be required to give up a booking for more than 10% of the bookings (rounded up to the nearest whole number) in any calendar year
- The Events Manager shall take account of the effect of a Public Holiday on such requests
- Where the Hirer can identify commitments (e.g. booked speakers, published league fixtures, performance dates etc) it is accepted that these will be amongst the dates the Hirer will not be able to meet any "special" request to give up their booking
- The Parish Council is exempt from these arrangements due to the statutory need to publish their meeting dates with other agencies

Hire Charges – January 1st 2026

| RESOURCE | Charge per hour | Daily Rate From 8am – 6pm This applies to exhibitions who are using the hall all day/over night |
|--------------|-----------------|--|
| Main Hall | £22.00 | £200.00 |
| Meeting Room | £10.00 | £100.00 |

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|---|----------------|
| Weekend Package: Friday from 6 pm until Sunday 12 pm | £832.00 |
| Whole use of Hall (Main Hall, Meeting Room Kitchen) | |

For Charities and Local Groups (not for profit) 25% discount will apply: - The hourly rate will be £16.50 and Daily Rate will be £150.

If using the hall overnight then the discount will not apply, and the charge will be £200.

Please note Clause A above that items left in the Village Hall overnight are not insured.

- Use of the kitchen for provision of beverages is included in hall hire, similarly use of the kitchenette is included with the meeting room hire.
- Weekend Rate events consist of a standard package including all facilities (hall, Kitchen, meeting room, kitchenette) and run from 6pm Friday through to mid-day Sunday, at an all inclusive charge of £832.00
- Weddings and adult parties will be charged a damages deposit of £350, children's parties £100, which will be refunded when the hall committee are satisfied with the condition in which the facilities have been left.
- Similarly, exhibitions and conferences will be charged a damages deposit of £100.
- There is no extra charge for other facilities such as heating or lighting.
- Hire of the hall includes tables, chairs and display boards
- A notice period of three full months prior to the event date is required to cancel a booking and be eligible to receive the deposit refund, any notifications received after the agreed time frame will not be eligible for a refund.
- Full instructions will be given to the hirer on securing the venue and setting the alarms, however, in the event of an activation that is not a system error and is caused by the hirer, a charge of £35.00 will be deducted from the deposit to cover the engineer's call out fee.

Permitted Entertainments

| | Activity | Description | Times for which the activity is licensed |
|------------------------------------|----------|-------------|--|
| A. Performance of a play | | Mon-Sun | 09.00 - 23.00 |
| B. Exhibition of films | | Mon-Sun | 09.00 - 23.00 |
| C. Indoor sporting event | | Mon-Sun | 09.00 - 23.00 |
| D. Boxing/ Wrestling entertainment | | Mon-Sun | 18.00 - 22.30 |
| E. Performance of live music | | Sun-Thurs | 09.00 - 23.00 |
| | | Fri-Sat | 09.00 - 23.30 |
| F. Playing of recorded music | | Sun-Thurs | 09.00 - 23.00 |
| | | Fri-Sat | 09.00 - 23.30 |
| G. Performance of dance | | Sun-Thurs | 09.00 - 23.00 |

| | | | | |
|---|--|--|-----------|---------------|
| | | | Fri-Sat | 09.00 - 23.30 |
| H. Entertainment of a similar nature to | | | Sun-Thurs | 09.00 - 23.00 |
| those in E, F or G | | | Fri-Sat | 09.00 - 23.30 |
| Late night refreshment | | | Mon-Sun | 23.00 - 24.00 |
| J. Supply of Alcohol | | | Sun-Thurs | 12.00 - 23.00 |
| | | | Fri - Sat | 12.00 - 23.30 |
| | | | | |

Hall Capacity

The Hirer agrees not to exceed the maximum permitted number of people including the organisers/performers:

Main hall seated at tables 100 - Main hall seated in Rows 120 - main hall standing 190.

Meeting Room – 15

Supply or Sale of Alcohol

Licenses for the Sale or Consumption of Alcohol

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Damages

Whether or not a security deposit has been paid, the ultimate responsibility for any damage to the Premises, fixtures or fittings rests with the Hirer who is also responsible for ensuring that all equipment is turned off at the conclusion of the event, including equipment used by caterers or bar staff, and accepts responsibility for the security of the Premises during, and at the conclusion of the event

Complaints Procedure

TVH&PF Ltd always strive to work with their clients to ensure that every event runs as smoothly as possible but accepts that there could be occasions when conflict could arise. There is a clearly defined complaints procedure which is detailed on our website

General Data Protection Regulations (2018) Policy

UK data protection law, The Data Protection Act 1998 applies to every business including Charities that collects, stores and uses personal data relating to customers, employees or other individuals. Failing to follow the rules could mean a fine of up to £500,000.

The Trustees of TVH have a clear data protection policy which makes sure everyone understands why data protection is important. Our Policy also describes procedures for collecting, working with and storing data.

What kinds of information do we collect?

We collect information about the hire transaction. This includes your payment information, such as

your credit or debit card number and other card information, and other account and authentication information, as well as billing and contact details.

How do we use this information?

This information is collected purely to allow TVH Trustees to provide hire services to you as set on in your hire agreement, take payment and to communicate with you and to respond to you when you contact us.

How is this information shared?

We do not share information that personally identifies you (personally identifiable information is information such as a name or email address that can by itself be used to contact you or identify who you are) with advertising or any other partners unless and would only do so if you give us permission.

How can I manage or delete information about me?

We store data for as long as it is necessary to provide hire services to you. Information associated with your hire account will be kept electronically for up to three years, unless we no longer need the data to provide hire services to you. You can ask us to delete your information any time. When you delete your account information, we delete things that you have provided, such as your contact details, email details and bank details.

How do we respond to legal requests or prevent harm?

We may access, preserve and share your information in response to a legal request (e.g. a warrant or court order) if we the law requires us to do so.

What do I do if I have a complaint about your processing of my information?

If you feel we have breached the Data Protection requirements you can make a complaint to the Information Commissioners Office (<https://ico.org.uk>) who can assist you and investigate your complaint.