



SPECIAL CONDITIONS OF HIRE

Updated 24th February 2025

Bookings: All bookings must be made with the Bookings Clerk - contact number available on website "Booking" page (email hinxworth.and.edworth@gmail.com). A PDF copy of this booking form is available online at: "<https://www.hinxworthandedworthvillagehall.org.uk/bookings>". This Booking form is to be completed and returned to the Bookings Clerk.

Duration: The Hire starts from the time the hall is opened until the hire period ends and the hall is locked up.

Capacity: The maximum capacity for the Village Hall is 100 persons. Seated dining capacity is 90.

Deposit: To ensure your booking, a £100 deposit is required. The deposit will be returned to the Hirer, minus any charges levied for breakages, repairs or breach of contract.

Payment: Hire charges must be paid in advance by cash, cheque or BACS. The hire fee is to be paid in full prior to collection of the keys.

Cancellations: If an event is cancelled more than 7 days prior to the event the whole of the deposit will be refunded. If the event is cancelled less than 7 days before the event the whole of the booking fee or the £100 will be charged, whichever is less. The Hall Management Committee may, at their discretion, require a further payment of hire fees or withhold part of the deposit and hire charge already paid.

Key Holders: The key holders may not use the hall without confirmation from the Booking Clerk.

Hire equipment: Tables, chairs and equipment are also available for hire-off premises to residents of Hinxworth and Edworth.

Health and hygiene The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.

Fireworks: No fireworks are permitted by law in or around the hall or on the public playing field next to the hall.

Fire Hirers must ensure that all precautions are taken against risk of FIRE and damage to the property. Instructions for smoke/heat alarms/exits/equipment, and what to do in the event of a fire, can be found on the notice board inside the hall entrance. The Hall has no telephone. Please ensure you have a mobile in good working order with you. All means of EXITS from the premises must be kept free from obstruction and immediately available for instant public exit. The emergency exit illuminated signs remain on permanently.

Alcohol Licence: The Village Hall has no alcohol licence for the sale of alcoholic beverages. Sale of alcoholic drinks without a licence is not permitted. If you intend to sell alcohol you need to apply for a licence.

Smoking: The hall is a no-smoking and no-vaping area.

Parking: All organisers and guests to park in Village Hall Car Park at rear of Village Hall and one space at front of hall for Disabled guests only. The grass areas surrounding the Hall Entrance should not be used for parking.

Excessive Noise: Please inform guests to be considerate to local residents by arriving and leaving the premises quietly, especially for late events. Car doors banging and loud talking in the car park are a disturbance for local residents.

End time: Friday – Saturday: music must be switched off by 11.30pm. All guests must be off the premises by midnight. (excluding New Year) & hirers by 00.30am. Sunday to Thursday: music must be switched off by 10.30pm. All guests must be off the premises by 11:00pm & hirers by 11.30pm. Adequate time to clear up must be allowed for, otherwise additional clear up time will need to be booked for the following morning between 9-11am.

End of Hire:

- The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition with all lights and heaters and equipment switched off and the Hall properly locked and secured (unless directed otherwise) - failure to do so may incur additional costs at the discretion of the Committee.
- Any contents temporarily removed from their usual positions shall be properly replaced; otherwise, the H&EVHMC shall be at liberty to make an additional charge.
- **IT IS THE RESPONSIBILITY OF THE HIRER TO TAKE AWAY ALL THEIR OWN RUBBISH.**
- The H&EVHMC reserves the right to request an additional deposit against any other contingency.

The hire of the hall is subject to the Terms & Conditions, as set out below:

TERMS & CONDITIONS OF HIRE

Agreements with the Hinxworth & Edworth Village Hall Management Committee ("H&EVHMC") for the hire of Hinxworth & Edworth Village Hall or any part thereof ("the Premises") are subject to these Terms and Conditions of Hire ("the Hire Conditions"). **N.B. The Recreation Ground is not part of the Village Hall or hire agreement and is under the jurisdiction of Hinxworth Parish Council.**

• **Undertaking of the Hirer**

The Hirer undertakes to ensure he understands the Hire Conditions for the time being in force.

• **Supervision by the Hirer**

The Hirer undertakes to be present, and must over 21 years of age, or arrange for sufficient competent adult representatives to be present, throughout the hiring to ensure compliance with the provisions and stipulations contained or referred to in the Hire Conditions and any relevant licences.

• **Responsibility of the Hirer**

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

- Ensuring that the number of people using the Premises does not exceed that permitted for those rooms under the Premises Licence for the purpose 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 kitchen and toilets) are left clean and tidy with rubbish removed **from the premises** at the end of the hire.
- Ensuring that all equipment, chairs and tables have been returned to their storage positions safely, the Premises are cleared of people, all lights switched off, and the building secured by use of the keys supplied.
- The behaviour of all persons using the Premises, whatever their capacity, including proper supervision of car parking arrangements, to avoid obstruction of the highway or access road.
- Ensuring no excessive noise occurs, particularly late at night or early morning, with a minimum of noise being made by any person on arrival or departure.
- Ensuring that no animals (including birds), except guide/assistance dogs, are brought into the building without written permission of the H&EVHMC on the occasion of a special event or hire agreed to by the H&EVHMC.
- Ensuring that NO animals whatsoever enter the kitchen at any time.
- Ensuring that any electrical appliances brought onto the Premises and used there shall be certified safe and in good working order, and used in a safe manner, using Residual Current Circuit Breakers where appropriate.
- Ensuring that no LPG appliances or highly flammable substances are brought onto the Premises including fireworks and candles (excluding birthday cake candles).
- **Ensuring that when leaving the premises all Hirer's rubbish is taken away.**

• **Fire Regulations**

The Hirer shall:

- Ensure that the "Emergency Exit" signs are kept illuminated.
- Appoint a fire monitor to make a list of all persons present to be checked if the Premises must be evacuated.
- Prior to the start of an event, indicate the fire exits and Evacuation Meeting Place to the persons attending the event. In the event of a fire no person may re-enter the Hall without the permission of the Fire Brigade.
- Ensure that the Fire Brigade is called to any outbreak of fire, however slight, and details given to the Village Hall.

• **Use of Premises**

The Hirer shall not: -

- Sub-let or use the Premises for any purpose other than that described in the Booking Form.
- 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 or allow smoking or vaping in the building.

- **Car Parking**

A car park is available at the rear of the Village Hall.

- **Authority required by the Premises Licence to Supply Alcohol**

The Village Hall requires the Hirer to be responsible for obtaining a Temporary Event Licence, but no Hirer may seek such a licence without the consent of the Village Hall. Alcohol may not be served to any person under the age of 18 years.

- **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 and Enhanced DBS checks are the responsibility of the Hirer.

- **Compliance with Other Relevant Legislation**

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 Licencing 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.

- **Indemnity**

The Hirer shall indemnify and keep indemnified each of the Trustees of the Village Hall, 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.

- **Insurance**

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

- **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. 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.

- **Stored Equipment**

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.

- **No Alterations**

No alterations or additions may be made to the Premises. 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 E&HVHMC. 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 period 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. Hirers must produce a certificate that decorations comply with fire regulations. No adhesive tack, drawing pins or adhesive tape may be used.

- **Cancellation by the Hirer**

If the Hirer cancels the booking within 7 days of the event the deposit will not be refunded. Also, any cancellation the Village Hall Committee may, at their discretion, require a further payment of hire fees or withhold part of the deposit and hire charge already paid.

- **Cancellation by the VHMC**

The Village Hall Management Committee reserves the right to cancel a hiring by written notice to the Hirer in the event of the Premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election or referendum or if the Village Hall reasonably considers that:

a) Such hiring may lead to a breach of the licensing conditions, or other legal or statutory requirements, or **b)** unlawful or unsuitable activities may take place at the Premises as a result of the hiring, or **c)** the Premises have become unfit for the use intended by the Hirer.

In any such case the Hirer shall be entitled to a refund of any deposit or hire fees already paid, but the Village Hall shall not be liable for any resulting direct or indirect loss or damages whatsoever.

- **Interpretation**

In these Conditions words importing the singular only and the masculine gender only shall respectively include the plural and the feminine gender and vice versa unless inconsistent with the context.

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