## **COOKLEY VILLAGE HALL – TERMS AND CONDITIONS OF HIRE**

#### Hire of the Premises

The Village hall is principally made available for the use of local residents and groups. Local users, therefore, will have priority, particularly when there are competing demands. Application will be made via the on-line Booking Form and will generally be accepted on a first come; first served basis, following receipt of the payment of a deposit in line with the published Booking Charges. Hire of the hall does not include the right to hire/use the Playing Field, Bowls Green, Multi-Use Games Area or Changing Rooms.

The HIRER is responsible for ensuring that the premises are only used for the purpose described in the Booking Form and may not sub hire or allow the premises to be used for any unlawful or unsuitable purpose or in any unlawful way nor do anything or bring on the premises anything which might endanger the premises or render invalid any insurance policies covering the premises.

The HIRER must be present during the whole period of the event and must make him/herself known to the bar staff at the start of the event. If for any reason the HIRER has to leave the premises then he/she must inform the bar staff and nominate a deputy to stand in. The COMMITTEE reserves the right to refuse any application received for the hire of the hall e.g. for teenagers, 18<sup>th</sup> and 21<sup>st</sup> parties.

#### **Definitions:**

For the purposes of these conditions, the term HIRER shall mean an individual hirer, or where the hirer is an organisation, the authorised representative.

The COMMITTEE is the Cookley Village Hall Management Committee.

The HIRER is responsible for ensuring compliance with these terms and conditions.

Local – means residents of Cookley or Caunsall.

**Private Users** - this means a purpose for which no entrance charge is levied by the hirer on any participant in the booking, (e.g. Wedding receptions, birthdays, anniversaries, christenings)

**Community Groups** - those with charitable and/or non-commercial status or for the benefit of the

local population, for which admission charges may be made on some or all participants.

**Commercial and Corporate Users -** this will include political organisations, elections, auctions, trade & craft fairs, etc.

**Regular Hirers** - must commit to hire for a minimum of 12 consecutive sessions and pay for a month at a time, on-line and in advance. The hirer will then qualify for a 10% discount on room hire rates only. Thereafter they must continue to send payment on-line, monthly in advance. Any damage or breakages caused during the hire session must be paid for.

# Payment

Details of hire charges and deposits can be found on the <u>Wedding</u>, <u>Functions</u> and <u>Regular Hire</u> pages,

A **deposit** is payable at time of booking, and the booking is not confirmed until this deposit is received and a deposit receipt and confirmation notice has been sent to the hirer. Provided the rooms are left in a clean and tidy state, no unacceptable behaviour has occurred, no damage or noise nuisance has been caused and all other Conditions of Hire have been met, the deposit, will be returned in full within 14 days. This will be returned by on-line payment to the payee of the deposit.

We also charge an additional deposit for the monitoring of sound during events.

The full payment (in addition to the deposit) is required 28 days in advance of the hire date. E-mail receipt will be issued to confirm full payment has been received within 5 working days. Any queries with regards to charges must be raised within seven days.

# **Payment methods**

On-line payment should be made to Cookley Playing Fields and Village Hall at Lloyds Bank, Sort Code: 30-92-93, Account: 69186360 stating your surname and event date in the reference field.

Cheques payable to "Cookley Village Hall".

We do not accept cash payments or payment by debit or credit card and do not offer credit facilities.

# **Cancellation Policy**

Cancellations of bookings must be given in writing (letter or e-mail)

- post to the Village Hall at Lea Lane, Cookley, DY10 3RH
- email to cookleyvillagehall@gmail.com

and will only be effective once confirmed by Cookley Village Hall. The Cancellation will be effective from the day of receipt of such notice. If the Hirer needs to cancel a booking, for whatever reason, he/she will then become liable to pay the COMMITTEE a cancellation fee as follows:-

More than 3 calendar months before the event - 50% of the refundable deposit

Less than 3 calendar months before the event - 100% of the refundable deposit

Less than 14 days before the event - 100% of all costs

The COMMITTEE reserves the right to cancel a letting if the hall is required for use as a Polling Station for Parliamentary and Local Govt. election or by-election or where a function or wedding is booked on a Friday evening, or all day Saturday or Sunday.

The Committee also reserves the right to cancel the hiring agreement upon giving 7 days notice in writing to the hirer.

In the event of the hall being rendered unfit for the use for which it was hired, the Committee shall not be liable to the HIRER for any resulting loss or damage.

In cases of cancellation by the COMMITTEE, the HIRER shall be entitled to reimbursement, by cheque or on-line transfer, of such monies previously paid by the hirer. The Committee shall not be liable to meet any other costs or make any further payment to the hirer.

## **Hours of Opening**

The hall is available daily for use from 8.30 am until midnight each day. Permission for access or activities to be undertaken outside these hours must be sought from the COMMITTEE

## Supervision and Care of the Premises

Our aim is to ensure the building is maintained to a safe, high standard for the benefit of all users.During the period of the letting, The HIRER is responsible for the supervision of behaviour and safety of all persons attending the event and the care of the premises, including the fabric and contents, to ensure safety from damage. This includes proper supervision of car parking arrangements so as to avoid obstruction of the highways. The hirer must confine members to those parts of the facilities which have been included in the hire agreement.

Sufficient qualified supervisors (over 21 years of age) must be in attendance at all times during the hiring. Where the hiring is on behalf of a group of juniors, a minimum of 3 supervisors, aged over 21 years of age, shall be provided irrespective of the size of the gathering, or 1 supervisor for every 50 persons present, whichever is the larger. Children must not be allowed to run around in other parts of the building and must be supervised by a parent or guardian at all times.

**Child Protection.** The HIRER is responsible for ensuring that any activities that include children comply with the provisions of the Children's Act 1989 and all subsequent legislation and that only fit and proper persons have access to the children and that there are appropriate numbers to supervise them. You must also ensure that any activities for young people and other vulnerable adults are only provided by fit and proper persons in accordance with the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, you must provide us with a copy of the Safeguarding Policy and evidence that you have carried out relevant checks through the DBS.

#### **Entertainment/Noise**

The HIRER shall ensure that nothing is done on the premises in contravention of the laws relating to gaming, betting or lotteries.

Hirers are welcome to hire discos and/or bands for their weddings and functions. You can do this through Upfront Entertainments Agency Ltd - website: <u>www.upfrontentertainments.com</u>. Otherwise all DJ's/Bands must contact the venue prior to a booked event and must supply public liability insurance and proof that all equipment has been PAT tested, an additional deposit is due for the monitoring of sound. **Bands** are required to keep to reasonable sound levels as determined by Environmental Health and not put speakers or amplifiers directly onto the stage. A decibel meter is kept behind the bar and can be used to measure noise if necessary. For **Discos**, our sound system with 4 speakers in the hall has been installed with a sound limiter to limit excessive noise for our neighbours, all DJs must use this system rather than their own.

Noise levels will be checked during the period of hire by decibel meter. Failure to remain within reasonable noise levels will result in the full loss of deposit and immediate closure of the event. The HIRER must also ensure the door behind the stage and the Fire Door to the left of the stage is kept closed at all times except in an

emergency. To this end, the doors behind the stage must be shut after equipment has been delivered onto the stage. If the double sets of glass doors opening onto the verandah are opened, please be aware that this will increase noise levels outside.

The HIRER is responsible for ensuring that the minimum of noise is made by their guests on arrival or departure. At the end of the hiring, the HIRER shall be responsible for ensuring that all guests leave the premises quietly. We would very much appreciate if guests could pre-book taxi's so as to minimise the disturbance to our neighbours whilst waiting outside for its arrival. Please read our entertainment guidelines.

#### **Care of Hall and Equipment**

The HIRER should ensure that chairs and tables are moved and placed carefully so that the walls, floors and cupboard doors are not damaged. To protect the floors, appropriate footwear should be worn in the building and stiletto heels should be avoided. To reduce the risk of damage, wax crayons, paint, marker pens and similar implements that could cause marks should not be brought on to the premises. Helium balloons, inflated balloons cannot be left in the hall or other function rooms overnight.

Lit candles or any other naked flames are not permitted on the premises. Sparklers and fireworks are not permitted on the grounds. Bouncy castles are no longer permitted outside the hall in front of the MUGA, catering vans are also not permitted on this area. **Decorations** may only be put up in the hall, corridor etc. after consultation with the bookings manager and only using Blutack or a similar product. Sellotape is not allowed.

#### Equipment brought into the hall

The HIRER is responsible for ensuring that any electrical, or other equipment brought on to the premises is in good working order and used in a safe manner and has been PAT tested in accordance with the Electricity at Work Regulations 1989.

Ball games are not allowed in the building unless agreed by the COMMITTEE.

No dogs, except guide dogs may be brought into the hall, except at the discretion of the COMMITTEE The Committee accepts no responsibility or liability for any equipment left on the premises by the Hirer. Such equipment may only be left on the premises with the written permission of the Committee and must be left in the storage area advised by the Committee. The Committee reserves the right to request the Hirer to remove the Hirer's equipment at any time.

#### **Health and Safety**

The HIRER shall comply with all regulations made in respect of the premises by the Fire Authorities; Local authorities; Local Magistrates or other legally constituted body. Nothing should be done that will endanger the safety of people or render invalid the insurance policies relating to the hall or its contents. A first aid kit is situated in the kitchen, upstairs and at the side of the stage. An accident book is situated in the kitchen and should be completed if any accident occurs.

#### **Hazards and Fire Prevention**

The HIRER is responsible for making visitors aware of emergency evacuation routes and the procedure in the event of a fire. The COMMITTEE ensures that all Fire appliances are inspected routinely and the HIRER must ensure they are kept in their proper places and used for no other purpose. In the event of fire occupants should exit by the designated routes and assemble at the fire meeting point. **Fire doors** must be kept closed i.e. not propped open. This includes the entrance door, doors in the corridor and double doors at the far end of the hall. Escape routes and walkways are to be kept clear of obstructions at all times. Please note fire exits, fire assembly point and location of fire extinguishers and fire alarm points. Fire appliances should only be used by trained personnel and no responsibility is accepted for use by those untrained.

#### **Drink and Food**

This is a licensed premises. Only beverages purchased from the bar may be consumed on the premises and adjoining grounds. No alcoholic or non-alcoholic drinks are allowed to be brought onto the premises. Anyone seen to be contravening this rule will be required to leave the premises. If they are attending a function the hirer will automatically lose their deposit in full.

The bar steward will try to provide any type of drink required if given sufficient notice (usually 28 days). A **kitchen** is available for private use or for professional caterers and has a small oven and fridge. The oven is not for full food preparation but can be used for re-heating. If preparing, or serving food, the HIRER should ensure that all relevant food health and hygiene regulations are observed. Health and Safety is a priority in the kitchen and any equipment and food obstructing walkways is not permitted. Children are not allowed in the

kitchen and particular care should be taken when using any kitchen or cooking equipment. All food is to be removed at the end of the Hire period by the HIRER. Any food left in the kitchen will be disposed of the following morning.

Services not included – catering costs, drinks, waitress service, entertainment.

#### Drunk and Disorderly Behaviour and Supply of Illegal Drugs

Drunkenness and drug-taking are not acceptable and will result in the offender/s being required to leave the premises immediately and the closure of your event and loss of deposit. Abusive and threatening behaviour towards staff will also result in the closure of the bar and loss of deposit.

#### Smoking

The building is a non-smoking venue and the HIRER is responsible for ensuring that there is no smoking in the premises and guests comply with the prohibition of smoking in public places provisions of the health Act 2006 and regulations made thereunder. Guests who wish to smoke may use the designated smoking area and dispose of cigarette ends, matches, etc in the cigarette bin provided on the balcony area.

**Cleaning up.** Any spilled drinks need to be wiped up immediately - please notify the bar staff straight away. Our cleaners will clean up after your event and the cost of this is included in your hire charge. However, if there is excessive mess in any area and extra cleaning hours are required, a further charge will be deducted from your deposit. The HIRER shall be responsible for leaving the building and its surrounds in a fairly clean and tidy condition. This includes ensuring that all floors are cleaned of any spilled liquids and floors swept of food and decorations. All decorations should be removed from the premises at the end of the hire period. Any left will be disposed of and a charge may be levied. Any equipment temporarily removed from its usual storage position should be properly replaced. **Waste** - bin bags are available for your waste and recycling. Please separate items that can be recycled - glass, paper and cardboard, cans and plastic food trays. Recycling should be tipped loose into the recycling container. Please ensure all waste sacks are secured before placing in the waste container. Both waste and recycling containers can be found at the front of the building.

On leaving the hall, the HIRER should check that all lights have been turned off, particularly in the kitchen and all doors and windows closed and locked.

Damage - if any furniture, fixtures or fittings etc. are damaged by your guests, the cost will be taken out of your deposit payment. If the repairs exceed the deposit amount a bill will be sent to you for the difference **Parking** - there is ample parking for all guests but the yellow hatched area immediately in front of the building is for emergency vehicle access only and must not be used. If the main car park is full, please ask the bar staff for the overflow car park to be opened. Disabled bays are only to be used by those displaying a blue badge. Please note that owners parking their vehicle on the car park do so at their own risk. During the cricket season there could be a risk of the ball hitting cars and so owners parking near the cricket pitch do so at their own risk. The committee reserve the right to make an additional charge, or retain any damage deposit paid to meet the cost of replacement of broken items, or reparation of the building. Any damage or breakages should be brought to the attention of any staff or committee member as soon as possible. The Village Hall's Management Committee against loss, damage or injury, howsoever caused. (It is recommended that the HIRER should consider insuring himself/herself/themselves against any such possibilities).

This agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on you.

These Terms and Conditions are intended to help ensure that visitors to the hall are able to have a safe and enjoyable event. If there is a need for clarification or there are any concerns or suggestions, please let a member of the Committee know immediately.

# Failure to comply with any of the above Terms and Conditions will result in some or all of your deposit being retained.