



WILBARSTON VILLAGE HALL TERMS & CONDITIONS OF HIRE (AUGUST 2024)

1. STANDARD CONDITIONS OF HIRE. These standard conditions apply to all hirings of the Wilbarston Village Hall. Hereinafter Wilbarston Village Hall shall be referred to as WVH and the Hirer named on the booking form as the Hirer. This document applies to the use of any or all facilities of WVH including the hall or parts thereof, the parking area and the surrounding grassed areas. From time to time, additional conditions may be implemented and you will be notified at the time of hiring the hall.
2. HIRE PERIOD. The hire period shall be between the times specified on the WVH booking instruction. All setting up prior to and clearing up after the event must be carried out within the hire period. The Hirer is responsible for making sure that the facilities are not left unattended and/or unsecured at any time during or at the end of the hire period. Hirers will not be allowed access to the facilities before the hire start time.
3. CAPACITIES. Maximum number of persons permitted to be on the premises shall be: Main hall 250 persons standing or 130 persons seated; Lounge 60 persons standing or 40 persons seated. Numbers for the main hall and the lounge should not be aggregated when selling tickets for one such event.
4. BOOKING The Hirer must be over 18 years of age. The person named on the invoice shall be considered to be the Hirer. Where an organisation is named, the person organising the booking hereby confirms that they do so with the full authority of the organisation.
5. HIRE CHARGES: Bookings will be treated as provisional and only secured and confirmed upon payment of the required charge. Payment must be made within two weeks of the initial invoice date. If not paid within two weeks, the function date will be made available to other potential hirers. Where balance payments are required, payment must be prior to the function date. Payment to be made by bank direct transfer. In exceptional circumstances, payment may be made by other agreed means.
6. REGULAR HIRE The Committee reserves the right to cancel this hiring in the event of the hall being required for use as a polling station for a parliamentary or local government election or by-election. During any regular hire period, WVH may, subject to four weeks' notice to the Hirer, suspend the hire on an occasional basis to allow other organisations who might otherwise be prohibited from using the hall to hire the hall for a specific event.
7. DAMAGE / CONDITION DEPOSITS For those Hirers booking the Gold or Silver packages, there is a required deposit of £100 which is refundable providing that the hall is left in an undamaged and acceptable condition. The hall will be checked after use for any damage to the fabric of the building, damage to equipment and furniture available for use in the hall and that all equipment and furniture have been returned in a clean condition to their storage places. The hall should be left in a clean and tidy condition and all decorations installed by the Hirer removed as well as the products used for affixing same e.g. Blu Tack, etc. Should any part of the hall be deemed to have been left in an unacceptable condition, WVH reserve the right to retain part or all the deposit. Additionally, should a serious complaint be received about noise or disturbance caused by the event at the hall the deposit will be forfeited. For those Hirers booking one-off or regular packages that are not subject to paid deposits, all the above conditions will apply. If the hall is judged to have been left in an unacceptable condition, WVH may invoice the hirer for the additional cost of making good. It also reserves the right to cancel any future bookings.
8. CANCELLATION Deposits paid at time of booking for the Gold or Silver packages are non-refundable. Where there is a cancellation less than 6 weeks before the hiring date, at the discretion of the management committee, a refund of payment may be made - less any deposit already paid. In such instances, an administration fee of £50 will be charged. For other Bookings, an administration fee of £50 may be charged depending on the circumstances of the cancellation.
9. SMOKING is not permitted inside any part of the building at any time. The use of e-cigarettes is not permitted inside any part of the building at any time.
10. KEYS must be returned to the key safe immediately after the hiring period expires. Non return of the keys to the proper place or in a timely manner will result in a charge of £75.

11. SUPERVISION The Hirer will, during the period of hire, be responsible for supervision of the premises and its contents ensuring protection from damage or change. The Hirer is also responsible for the behaviour of all persons using the premises including proper supervision of car parking arrangements to avoid obstruction of the highway.
12. USE OF PREMISES The Hirer shall not use the premises for any purpose other than that discussed and agreed with WVH and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way, nor do anything or bring onto the premises anything which may endanger the same or invalidate any insurance policies in respect thereof.
13. INSURANCE AND INDEMNITY
 - (i) You are liable for:
 - (a) costs arising from accidental and malicious loss or damage and for loss or damage arising out of your negligence to any part of the premises including its curtilage or its contents
 - (b) costs arising from accidental and malicious loss or damage and for loss or damage arising out of your negligence done to our WiFi service.
 - (c) all claims, losses, damages, and costs made against or incurred by us, our employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of your use of the premises (including the storage of equipment) and your use of our WiFi service, and
 - (d) all claims, losses, damages and costs made against or incurred by us as a result of any nuisance caused to a third party as a result of your use of the premises and/or the use of our WiFi service (if any), and subject to sub-clause (ii), you must indemnify us against such liabilities.
 - (ii) We will take out adequate insurance to insure the liabilities described in sub-clauses (i)(a) and (b) above and may, in our discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (i)(c) and (d) above. We will claim on our insurance for any liability you incur but you must indemnify us against:
 - (a) any insurance excess incurred and
 - (b) the difference between the amount of the liability and the monies we receive under the insurance policy.
 - (iii) Where we do not insure the liabilities described in sub-clauses (i)(c) and (d) above, you must take out adequate insurance to insure such liability and on demand must produce the policy and current receipt or other evidence of cover to our Hall Manager. If you fail to produce such policy and evidence of cover, we will cancel this Agreement and re-hire the premises to another hirer. We are insured against any claims arising out of our own negligence.
14. RIGHT OF REFUSAL WVH Committee may refuse any application for the hire of the building without stating a reason.
15. CESSATION OF ACTIVITY. Members of the WVH Committee reserve the right to put a stop to any entertainment or meeting not properly or reasonably conducted.
16. CAR PARKING The Hirer is responsible for ensuring that vehicles are parked in an orderly way so as to avoid disturbance to local residents, obstruction of the highway or infringements of the highway law. Vehicles should not be parked on the grass areas surrounding the parking area. Cars and vehicles are parked entirely at owner's risk.
17. GAMING, BETTING AND LOTTERIES. The Hirer shall ensure that nothing is done on or in relation to the facilities in contravention of the law relating to gaming, betting and lotteries.
18. LICENCES WVH Committee holds a Premises licence for the sale of alcohol and a Performing Rights Society licence. If any other licences are required, it is the responsibility of the Hirer to obtain these, but only following consultation with the Hall Manager. This includes the showing of films (it is illegal to show a film without a licence).
19. ALCOHOL. No alcoholic beverage shall be taken onto the premises without prior agreement by the Hall Manager. The hall has a staffed bar and arrangements for the purchase of extra or speciality drinks can be agreed upon discussion with the Bar Manager. Purchase of alcohol for use in toasts etc can also be arranged by the bar manager. The Hirer shall ensure that where alcohol is available, it is not to be served to children under the age of 18. Where the hirer's alcohol has been brought onto the premises, a corkage fee of £5 per bottle will be charged.

20. FIRE REGULATIONS. It is the hirer's responsibility to ensure that they follow WVH fire precautions at all times. Where necessary, WVH fire precautions should be passed on to all other users of the hall.
21. HEALTH AND HYGIENE. The Hirer shall be responsible for compliance with all health and hygiene regulations if preparing, serving or selling food on the premises. All appliances and areas used in the preparation or serving of food should be left in a clean and tidy manner ready for use by the next Hirer. Dogs are not permitted in the kitchen for hygienic reasons. Children are only permitted in the kitchen under adult supervision, e.g. for cookery lessons or serving food.
22. WASTE DISPOSAL WVH recycles all its waste. Recycling and general waste bins are sited throughout the hall. For large amounts of waste, a Blue recycling bin is located in the car park, alongside a Silver bin for general waste. You will be supplied with a key for these bins if required; please ensure they are locked after use.
23. ELECTRICAL APPLIANCE SAFETY. The Hirer shall ensure that any electrical appliances brought onto the premises and used there shall be safe and in good working order.
24. HEALTH AND SAFETY AND ACCIDENTS WVH has a clear H&S policy and details can be found in the cupboard above the kitchen fridge. A first aid kit is located in the kitchen. The Hirer must report all accidents involving injury to the public to the Hall Manager or a member of the WVH Committee as soon as possible. Details are to be recorded in the accident book located in the cupboard above the kitchen fridge.
25. SAFEGUARDING CHILDREN, YOUNG PEOPLE AND ADULTS AT RISK You must ensure that any activities for children, young people and adults at risk are only provided by fit and proper persons in accordance with the Children Act 1989 and 2004, the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, you must provide the Hall Manager with a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS). All reasonable steps must be taken to prevent harm, and to respond appropriately when harm does occur. Relevant concerns must be reported. The Hirer must ensure children are not left unsupervised at any time either within the hall or in the grassed areas immediately adjacent to the hall.
26. STORED EQUIPMENT WVH Committee accept no responsibility for any Hirer equipment or property brought on to or left at the premises and all liability for loss or damage is hereby excluded. The WVH Committee may dispose, by sale or otherwise, on such terms and conditions, as it thinks fit, of any equipment or property brought in to the premises by the Hirer where the Hirer fails either to pay any charges due or to remove the same within 7 days when requested to do so by the Committee. The Hirer shall be liable for any costs incurred in storing and selling or otherwise disposing of the same.
27. INTERNAL AND EXTERNAL DECORATION No alterations or additions may be made to the interior or exterior of the premises nor can any fixtures be installed or decorations attached in any way which may damage or affect the condition of the decorative integrity of the building. Please note: this includes all use of tape, pins and adhesive production on walls surfaces or woodwork.
28. EXPLOSIVE AND FLAMMABLE SUBSTANCES. Highly flammable substances are not to be brought into or used in any part of the hall. The discharge of fireworks or organised firework displays are not permitted in the vicinity of the hall or playing field areas without the written permission of Wilbarston Parish Council and that proof of public liability insurance cover for such events must be provided on request. Use of 'Chinese Sky Lanterns' is not permitted inside or outside the property. No internal or external decoration of a combustible nature shall be erected without the consent of the Committee. No decorations should be erected near light fittings or heaters. The use of any barbeque or any form of open cooking cannot be used in the hall and can only be used in the grounds adjacent to the hall after consultation with the Hall Manager and with the following conditions (gas BBQs only, off ground, at least 2m from any buildings and other permanent features, not to be placed on benches, attended at all times when lit, all materials to be cleared from the site and fire extinguishing equipment to be provided by hirer). Because fire safety smoke detectors are fitted in the main hall, smoke machines are not permitted at any time. smoke machines are not permitted at any time.
29. PLAY EQUIPMENT AND BOUNCY CASTLES. WVH insurance does not provide cover for use of play equipment or bouncy castles brought into the hall and therefore cannot accept any liability for accidents or incidents how so ever caused. Where equipment, such as a bouncy castle, is hired and operated by a 3rd party provider, the hirer shall ensure the supplier has liability insurance in place. If the 3rd party provider will not be in attendance to supervise during the period of the event, hirers must ensure that they have arranged liability insurance cover and that the hirer complies fully with 3rd party hire terms (most household insurance policies can arrange cover).

During the event, hirers will accept responsibility for ensuring that the equipment/bouncy castle is erected, secured and operated in full compliance with manufacturer's instructions. The hirer is also responsible for ensuring proper adult supervision at all times when equipment is in use. WVH reserves the right to decline the booking if proof of adequate and appropriate insurance cover is not provided.

No ball games are allowed in the Hall.

30. PLAYING AND WATCHING TV. WVH does not have a TV licence and therefore the watching of live or catch up TV at the hall through any device that is plugged into or charged from a hall socket is not permitted under any circumstances. The hirer will have sole responsibility for ensuring all attendees are aware of this and will accept responsibility for any breach of this TV licence regulation. The hirer will be responsible for collecting and/or paying any subsequent fine that may ensue from the breach of this regulation.
31. CHARGING ELECTRIC VEHICLES. The charging of electric vehicles using extension leads or any other form of connection to the village hall electrical power outlets is not permitted without prior arrangement and permission.

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