

WEST COKER COMMEMORATION HALL

TERMS & CONDITIONS



Authorised Representative: Mr Alan Gormer
Booking Secretary: Mrs Barbs Hampshire

Address: **West Coker Commemoration Hall
Churlands Close
West Coker, Yeovil
Somerset
BA22 9AS** (for Sat Nav use BA22 9AL)

Email: wcvhbookings@gmail.com

Standard Conditions of Hire

If you don't understand, ask us without delay.

1. Age

All hirers must be 18 or over.

2. Responsibilities

During the period of the hiring, you are responsible for:

- (i) care of the premises, safety from damage however slight or change of any sort; and
- (ii) the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway.

You must 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.

3. Use of premises

You must not use the premises (including the car park, if any) for any purpose other than that described in the Agreement and must 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 nor do anything or bring on to the premises anything which might endanger the premises or render invalid any insurance policies covering the premises nor allow the consumption of alcohol without our written permission.

You agree not to exceed the maximum permitted number of people per room including the organisers/performers. See Appendix ? for room layout and capacity detail.

No alcohol (except bottled raffle prizes for fetes, bazaars etc.) may be bought, sold or consumed on any part of the premises without the permission of the management committee and the appropriate license being sought.

Forms for completion by hirers in connection with the sale of alcohol are available at **Appendix 2 and 3**.

4. Fees

Hirers pay a deposit which makes the hiring agreement is legally binding. The balance of the booking fee must be paid on or before the conclusion of the event.

Deposits

A deposit of £20 - £50 is paid (and must be in our bank account) to compensate for loss of revenue in the event of the hirer cancelling at short notice and for any damage to the property/fixtures/fittings caused during the event. A further special deposit may be required for events which bring higher than normal risk.

We will refund the deposit within 28 days after the hire provided that no damage or loss has been caused, and no complaints made to us about noise or other disturbance.

Commercial Hirers

Commercial use of a charitable hall must not interfere with its prime purpose, which is to benefit local people. We reserve the right to cancel a commercial booking should it not be possible to accommodate an application from a local non-commercial user at another date or time.

In the event of such termination by us, we will refund to you all monies paid. We will not, however, be liable to make any further payment to you in respect of expenses, costs or losses incurred directly or indirectly by you in relation to any such termination.”

5. Alcohol and Entertainment Licensing:

We have a Premises Licence

- authorising entertainment and the sale of alcohol.
- with the Performing Right Society (PRS) for the performance of copyright music
- and a Phonographic Performance Licence (PPL).
- You agree to be present (by your authorised representative, if appropriate) during the hiring and to comply fully with this Agreement.
- If you intend to sell alcohol please see **Appendix 1 & 2**

6. Insurance and Indemnity

We have insurance for the liabilities described in sub-clause (a) below and may, at our discretion for non-commercial hirers, insure the liabilities described in (b) and (c) below. We will claim on our insurance for any liability you incur but you must indemnify us against:

- any insurance excess incurred and
- the difference between the amount of the liability and the monies we receive under the insurance policy.

Liabilities:

- (a) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including its curtilage or its contents and equipment.

- (b) 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).
- (c) 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 subject to sub-clause (ii), you must indemnify us against such liabilities.

Where we do not insure the liabilities described in (b) and (c) 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 Secretary. If you fail to produce such policy and evidence of cover, we will cancel this Agreement.

We are insured against any claims arising out of our own negligence.

7. Gaming, betting and lotteries

You must ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

8. Music and Film Copyright licensing (See Event Details on your Room Booking Form)

This Agreement forms the written permission required for performance of live music, the playing of recorded music and the showing of films under the Deregulation Act 2015.

You must restrict children from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification.

We have a TV licence. Please ensure you have the correct copyright licence for films and streaming live shows.

9. Safety of children, young people and vulnerable adults

You must ensure that all activities for children, young people and vulnerable adults are provided by fit and proper persons in accordance with the Safeguarding Vulnerable Groups Act 2006 and subsequent legislation. When requested, you must provide us with a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS).

10. Public safety compliance

You must comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and our 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. You must also comply with our health and safety policy.

You must call the Fire Service to any outbreak of fire, however slight, and give details to our Hall Secretary.

- (i) You acknowledge that you have received instruction in the following matters:

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
- The location and use of fire equipment. (Include diagram of location when handing over keys.)
- 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 the first aid box.

(ii) In advance of any activity whether regulated entertainment or not you must check that:

- all fire exits are unlocked and panic bolts are in good working order.
- all escape routes are free of obstruction and can be safely used for instant free public exit.
- any fire doors are not wedged open.
- exit signs are illuminated.
- there are no fire-hazards on the premises.
- the emergency lighting supply illuminating all exit signs and routes is turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

A sample of information to be given to hirers is shown at **Appendix 3**.

11. Noise

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

12. Drunk and disorderly behaviour and supply of illegal drugs

You must ensure that in order to avoid disturbing neighbours of the hall and avoid violent or criminal behaviour:

- no one attending the event consumes excessive amounts of alcohol
- no illegal drugs are brought onto the premises.

Drunk and disorderly behaviour is not permitted either on the premises or in its immediate vicinity. We will ask any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way to leave the premises in accordance with the Licensing Act 2003.

13. Food, health and hygiene

You must, 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.

If food is prepared, served or sold on the premises, the management committee is responsible for meeting legislative requirements to ensure that the hall, and in particular the kitchen, adequately provides for the possible level of catering to be undertaken by the hirers, and that it is clean and well maintained.

The hirers are responsible for ensuring that all stages of food preparation and service meet required health and hygiene standards.

Under food safety legislation village hall management committees are not required to register the hall as a food business. It is the responsibility of each separate food business using the hall to register.

14. Portable electrical appliances

You must ensure that any electrical appliances brought by you to the premises and used there are safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989.

15. Stored equipment

We accept no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or we will charge fees each day or part of a day at the hire fee per hiring until the same is removed.

We may, in our discretion, dispose of any items referred to below by sale or otherwise on such terms and conditions as we think fit, and charge you any costs we incur in storing and selling or otherwise disposing of the same, in any of the following circumstances:

- (i) your failure either to pay any charges in respect of stored equipment due and payable or to remove the same within seven days after the agreed storage period has ended
- (ii) your failure to dispose of any property brought on to the premises for the purposes of the hiring.

16. Smoking

Smoking is prohibited inside the building. You must ensure that anyone wishing to smoke does so outside and **disposes of cigarette ends, matches etc. in a safe, tidy and responsible manner.**

17. Accidents and dangerous occurrences

You must report to us as soon as possible any failure of our equipment or equipment brought in by you. You must report all accidents involving injury to the public to us as soon as possible and complete the relevant section in our accident book. You must report certain types of accident or injury on a **Incident form held in the First Aid Cupboard in the Kitchen.** Our Hall Secretary will give assistance in completing this form.

18. Explosives and flammable substances

You must ensure that:

- (i) Highly flammable substances are not brought into, or used in any part of the premises.
- (ii) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are erected without our consent.

19. Heating

No unauthorised heating appliances are to be used on the premises without our consent when open to the public. You must not use portable liquefied propane gas (LPG) heating appliances.

20. Animals

Guide dogs, Hearing dogs and assistance dog owners must be allowed on the premises under the Equality Act 2010 (EA). All other dogs must be kept on a lead.

21. Fly posting

You must not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and must indemnify and keep us indemnified accordingly against all actions, claims and proceedings arising from any breach of this Condition. If you fail to observe this Condition you may be prosecuted by the local authority.

22. Sale of goods

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

23. WiFi Services

When using the WiFi service you agree at all times to be bound by the following provisions:

- The router and its settings and software must not be adjusted or modified
- You are responsible for all equipment using the Wi-Fi, and every aspect of its use

We cannot guarantee that our WiFi service will be fault-free or accessible at all times, or is compatible with your device.

24. Privacy and Data Protection

We only keep records directly pertaining to your hire of the premises, and these are deleted or destroyed after 7 years or less. We do not pass on any personal data pertaining to your booking or your contact details in line with the GDPR Regulations.

25. Cancellation

If you wish to cancel the booking before the date of the event and we are unable to conclude a replacement booking, we may, at our discretion, retain the deposit or require payment of the hire fee.

We reserve the right to cancel this Agreement by giving you written notice in the event of:

- (i) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;
- (ii) our reasonably considering that (a) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (b) unlawful or unsuitable activities will take place at the premises as a result of this hiring;
- (iii) the premises becoming unfit for your intended use;
- (iv) 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.
- (v) In the event of adverse weather conditions, the Hall Committee reserve the right to close the hall if it is deemed that weather conditions would be dangerous for hirers and guests. All Hirers will be notified in a timely manner.

In any such case you will be entitled to a refund of any deposit already paid, but we will not be liable to you for any resulting direct or indirect loss or damages whatsoever.

Right to refuse/terminate booking A booking does not have to be accepted if the management committee believes that it would not be in the village hall's interests.

26. End of hire

You are responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured, unless directed otherwise, and any contents temporarily removed from their usual positions properly replaced, otherwise we may make an additional charge.

27. No alterations

You must not make any alterations or additions to the premises, nor install or attach any fixtures or placards, decorations or other articles in any way to any part of the premises without our prior written approval. In our discretion, any alteration, fixture or fitting or attachment which we have approved may remain in the premises at the end of the hiring. Such items will become our property unless you remove them and you must make good to our satisfaction any damage you cause to the premises by such removal.

28. Rights

This Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on you. None of the provisions of this Agreement is intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.