

Tackley Village Memorial Hall Hire

Terms and Conditions

Charitable Incorporated Organisation Number 1213403

Definitions

For the purposes of these conditions, the term HIRER shall mean an individual hirer or, where the hirer is an organisation, its authorised representative and signatory to the Booking Form.

The COMMITTEE shall mean the Tackley Village Memorial Hall Management Committee.

The Hall shall mean the whole building or any part of it agreed for hire in the hiring agreement.

The HIRER shall be personally responsible for complying with these conditions and with the associated Village Hall Operating Guidance. The HIRER is to ensure that the application accurately reflects the total period of hire, including any time deemed necessary by the HIRER in preparing the Hall for an event and clearing up afterwards.

The Hirer is referred to the Safeguarding Policy, a copy of which is available on our website and from the Booking Clerk upon request.

General Conditions

1. The number of people on the premises in the Main Hall shall not exceed 100 people when tables are in use, or 120 people when seated for theatre-style events.
2. Before departure, the HIRER is responsible for:
 - Turning off all Hall lights
 - Locking all doors
 - Shutting all windows
 - Switching off and unplugging the AV system (if applicable)
 - Disposing of all rubbish
 - Replacing all tables and chairs
 - Returning the key to the keyholder
3. The HIRER is expected to leave the Hall, including the kitchen, and all appliances and equipment, clean and tidy.
 - Please remove bin bags from the kitchen bins and place in the bin in the Village Hall car park before leaving the premises.
 - If the bin is full, please take your rubbish away with you if possible.

A surcharge of £10 per hour will be levied for any additional cleaning required.

4. The HIRER shall only use that part of the Hall and its facilities for which they have booked and paid and shall not sub-let the Hall or any part of the Hall. The HIRER shall not use the premises for any purpose other than that described in the hiring agreement and shall not use any part of the premises for any unlawful purpose or in any unlawful way, nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies.
5. The HIRER shall indemnify and keep indemnified each member of the Village Hall Management COMMITTEE and the Village Hall's employees, volunteers, agents and invitees against a) the cost of repair of any damage done to any part of the Hall and surrounding grounds or the contents of the buildings that may occur during the period of the hiring, b) all claims, losses, damages and costs in respect of damage or loss of property or injury to persons as a result of the use of the premises (including the storage of equipment by the HIRER) and c) all claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the premises by the HIRER.

Notable times

1. Booking times must include setting up and clearing away time
2. Setting up to commence no earlier than 08.00 unless explicitly agreed with the Bookings Manager
3. Unauthorised access will activate Village Hall intruder alarm. A call out fee will be charged for intruder alarm activation caused by unauthorised access outside of agreed times.
4. All events to finish by 00.00. Music must also stop at this time.
5. The Village Hall must be locked and together with the car park, vacated by 00.30.

Prevention of Public Nuisance

1. The HIRER shall, during the period of the hiring, be responsible for the supervision of the premises, the fabric and the contents, their care, safety from damage however slight, or change of any sort, and the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements. As directed by the Hall Secretary, the Hirer shall make good or pay for any damage (including accidental damage) to the premises or fixtures, fittings or contents and loss of contents.
2. The HIRER is to ensure that music of any sort is played only inside the Hall. The volume of any music is to be kept at a reasonable level to avoid public nuisance, having particular regard to the welfare of neighbouring residents in the village.
2. The HIRER shall ensure that the minimum of noise is made on arrival and departure at the Hall.

3. Breach of these “prevention of public nuisance conditions” will result in full loss of deposit.

Licensing and alcohol, sale of goods and Gaming, Betting and Lotteries

1. Alcohol cannot be sold on TVH premises without either a Temporary Events Notice from WODC or use of the TVH licence. The HIRER must inform the COMMITTEE if it is proposed that alcoholic drinks are to be available at the event. The HIRER is to ensure that, where alcohol is available, it is not served to anyone under the age of eighteen. Any breach of this regulation will result in forfeiture of the full deposit. In particular, as required by the Mandatory Conditions Order 2010, the COMMITTEE operates an age verification policy. This policy requires that the HIRER as the ‘responsible person’ must take certain measures as detailed in these Conditions to prevent the serving of alcohol to anyone under the age of eighteen.
2. THE HIRER shall ensure that any activities for children under eight years of age are organised by fit and proper persons and comply with the provisions of The Children Act of 1989.
3. The HIRER shall abide by the British Board of Film Classification (BBFC) when any films are shown.
4. The HIRER shall, if selling goods in the Hall, comply with the Fair Trading Laws and any code of practice used in connection with such sales. The HIRER shall be responsible for any risks associated with their goods whilst in the Hall.
5. The HIRER shall ensure that nothing is done on or in relation to the premises in contravention of any law relating to Gaming, Betting and Lotteries.
6. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk, nor to any person suspected of being under the age of 18. 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. No illegal drugs may be brought onto the premises,

Cancellation and amendment

1. In the event that the HIRER cancels a booked hiring, the COMMITTEE will require a Cancellation charge as outlined below, unless an alternative booking is received for the same date and time: - if the cancellation is made with at least 3 months notice prior to the hire date – no fee - if the cancellation is made with at least 2 months notice prior to the hire date – 50% of the hire fee will be charged - If the cancellation is made with more than 1 month’s notice prior to the hire date – 75% of the hire fee will be charged - if the cancellation is made 1 month or less prior to the hire date – 100% of the hire fee will be charged

2. The COMMITTEE reserves the right to cancel a 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, in which case the HIRER shall be entitled to a refund of any deposit or other payment already made.
3. The COMMITTEE reserves the right to put an immediate stop to any entertainment or meeting which in their opinion is in breach of the conditions of hire.
4. In the event of the hall or any part thereof being rendered unfit for the use for which it has been hired, the COMMITTEE shall not be liable to the HIRER for any resulting loss or damage whatsoever.
5. The COMMITTEE reserves the right to amend the conditions of hire at any time and will give one month's notice of any such amendment.
6. The COMMITTEE reserves the right to cancel a hiring in the event of circumstances beyond its control.

Insurance

1. The Hall is insured for legal liability for accidental injury to third parties or for damage to their property arising from use by the HIRER of the Hall where the COMMITTEE is deemed to be at fault and the use of the Hall by the HIRER is for non-commercial purposes. The HIRER is specifically advised that this insurance does not cover accident to or loss of property of the HIRER or third parties resulting from causes not under the control of the COMMITTEE. The HIRER should consider whether other insurance is necessary and in any case must ensure that any commercial organisation engaged by them (for example, a caterer) or any person or persons or organisations providing services or facilities or equipment to the hirer has suitable public liability cover.
2. If the HIRER is a commercial enterprise or government body it is mandatory that the HIRER has both public and employee liability cover covering their activities as the HIRER.
3. Any HIRER who for the period of hire is engaged in active or contact sports, time trials, endurance trials, bouncy castles, etc. is advised that they must provide proof of adequate insurance cover to the COMMITTEE prior to the event taking place.
4. The Village Hall Management Committee is insured for Public Liability. For other organisations or persons using the Village Hall, cover will apply as though such organisation or person were individually named as the insured, provided the limit of indemnity is not exceeded and use is for non-commercial purposes. If such a HIRER employs a contractor to supply some specialised service at their event then this contractor must carry their own Public Liability Insurance.

In all of the conditions under the sub heading “Insurance” no verbal or written statement, action, lack of action or any apparent waiver by any of the COMMITTEE members can override these conditions and requirements and the onus is on the HIRER to ensure compliance.

No Smoking Policy

1. The HIRER must ensure that the national laws relating to smoking in public places are enforced and the HIRER will be liable for any infringement during the period of hiring. In particular, THE HIRER SHALL ENSURE THAT A STRICT NO SMOKING POLICY INSIDE THE HALL IS ENFORCED.
2. All smoking is to be controlled by the HIRER, having regard to pollution and fire risks, and all smoking debris to be cleared away by the HIRER on completion of the period of the hiring.

Public Safety

1. The HIRER shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, Licensing Authority, the Health and Safety Executive or other, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children.
2. The HIRER shall ensure that any electrical appliances brought by him, or anyone acting on the HIRER’s behalf, to the Hall are tested and in date to the required regulations and be safe and in good working order. Any electrical appliances not meeting the required regulations are not to be used in the Hall.
3. Where a Residual Current Device (RCD) circuit breaker is provided with such appliances the HIRER must make use of it in the interests of public safety.
4. The HIRER shall ensure that no additional lights or extension from the electrical distribution system shall be used without the previous permission of the COMMITTEE.
5. The HIRER is to ensure that NO fireworks are discharged in the Hall at any time. This includes the use of ‘sparklers’, which cannot be used at any time in the Hall.
6. The HIRER shall ensure that no animals (including birds), except guide dogs, are brought into the hall, other than for a special event agreed by the COMMITTEE. No animals whatsoever are to enter the kitchen at any time.
7. The HIRER shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.
8. The HIRER must report all accidents involving injury to the public to a member of the Village Hall Management Committee as soon as possible and complete the relevant section on the Village Hall’s

Accident Book. Any failure of equipment belonging to the Village Hall or brought in by the HIRER must also be reported **as soon as possible**. Certain types of accident or injury must be reported on a special form to the local authority. The Booking Clerk will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1993.

9. No highly flammable substances are to be brought into or used on any part of the premises,

Parking and Emergency Procedures

1. The HIRER shall be responsible for ensuring that emergency exits are kept clear of obstructions and for the necessary actions to be taken in the event of fire, including calling the Fire Brigade and evacuation of the Hall.
2. If evacuation is necessary, the public mustering point is in the front car park and is clearly marked as such. One car parking space for the disabled is available outside to the main entrance to the Hall. Otherwise, the approach to the main entrance should be kept clear for emergency vehicles.
3. The COMMITTEE on its part shall brief the HIRER on the fire and emergency equipment and ensure that all emergency exits, fire and emergency equipment are clearly marked as required by the latest requirements of the Fire Service and the Licensing Authority. A plan of emergency exits and the position of fire equipment is prominently displayed in the Main Hall Notice Board. All access ways and Fire Exits must be left clear of any obstruction at the end of the hire period. A defibrillator is available on the outside of the Hall.

Additional conditions relating to parties for young people

18th Birthday parties

1. The person for whom the party is to be held must reside in Tackley.
2. The booking must be made by the parents of this person.
3. A special deposit of £250.00 will be payable at the time of making the booking. This is to cover damage or other problems. The deposit will be repaid, less any such costs, if there are no reported problems. This will be decided by the Treasurer in consultation with the Chairman.
4. Adequate adult supervision to a ratio of 1 adult to every 10 young persons must be provided. The adults must be present throughout the party.
5. The event is to be held on a personal invitation-only basis. Any party posted on social media shall be cancelled immediately by the Committee.
6. It is a criminal offence for alcohol to be sold to young people (children) under 18 on Licenced Premises: it is also an offence for young people (children) to consume alcohol on Licenced Premises. The Hall is a Licenced Premises. Bar staff will not, and are not to be asked to, serve under 18's with alcohol, nor are adults to purchase or bring in alcohol for young people (children) under 18. Failure to observe the law could put the Hall's licence at risk. Identification will be requested by bar staff. The management reserves the right to terminate the event if the provisions mentioned

above are broken.

7. Alcohol is only to be available through the bar. To avoid misunderstanding, guests should be made aware in advance of this prohibition and arrangement.
8. The event will finish at 12.00pm with all guests and organisers vacating the premises (including car park) by 00.30.

Parties for Children and Young People Ages 13 - 17

1. The person for whom the party is to be held must reside in Tackley.
2. The booking must be made by the parents of this person. A deposit of £100 will be applied, returnable on the completion of the party without damage.
3. The parents – along with sufficient adults for adequate supervision – must be present throughout the party. Supervision includes arranging orderly departure.
4. The event must be held on an ‘invitation to individuals’ basis.
5. No alcohol is to be consumed. If any alcohol is found to be consumed or brought onto the premises by young people (children) the party will be terminated by the hall management so as to conform with legislation.
6. All such events will finish at 10.00pm at the latest.

Any special deposit will be refunded within 28 days of the termination of the period of hire, provided that no damage or loss has been caused to the premises and/or contents, nor complaints made to the Village Hall about noise or other disturbance during the period of the hiring as a result of the hiring. These arrangements are kept under review. Hirers should be aware that if disorder occurs, prohibition of such events in the future is likely.

Excluded use

1. The use of mini go-karts inside the Hall or within the grounds of the Hall is forbidden
2. The playing of outdoor ball games inside the Hall is prohibited
3. The riding of bikes inside the Hall is prohibited.

Data Protection

At Tackley Village Memorial Hall we are committed to protecting and respecting your privacy. We will only use the information you have provided to fulfil a contract for the hire of our hall facilities or services. Information collected will not be shared with any other organisation and we promise to keep your details safe and secure. We will only keep your data for as long as necessary. If you wish to find out what information we hold or to amend the information, please contact us at booking-clerk@tvmh.org.uk

