

Agreements with the Trustees of Butley Village Hall ("the Village Hall") for the hire of Butley Village Hall ("the Premises") are subject to these Terms and Conditions of Hire ("the Hire Conditions").

Butley Village Hall includes the whole hall, the land immediately adjacent to it and the playground. Unless agreed by the booking secretary, there is no access to the meadow beyond the new hedge at the back of the hall. If it is agreed that this meadow can be used as part of the Hire Agreement, a £50 donation will be payable separately to Help for Heroes.

Undertaking of the Hirer

The Hirer undertakes to ensure that they have an understanding of the Hire Conditions. The Hirer undertakes to be present, or arrange for sufficient adult representatives to be present, throughout the hiring to ensure compliance with the provisions and stipulations contained or referred to in these Hire Conditions and any relevant licenses.

Responsibility of the Hirer

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

- Ensuring that the Premises are kept secure for the duration 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 any of the neighbouring properties.
- Ensuring that the Premises (including foyer, kitchen, kitchen appliances and toilets) are left clean and tidy with rubbish put in the appropriate bins at the end of the hire. Any rubbish which will not fit in the bins to be removed off site.
- Ensuring that all equipment, chairs and tables have been returned to their storage positions safely, all lights switched off and the building secured.
- Ensuring that any temporary fittings and fixtures comply with Health and Safety guidance, and in particular ensuring that any decorations used are not a fire hazard
- Ensuring that any equipment or electrical appliances brought onto the Premises and used there shall be certified safe and in good working order, and used in a safe manner
- Ensuring that no animals (including birds), except assist dogs are brought into the building, without written permission of the Village Hall on the occasion of a special event or hire agreed to by the Village Hall
- Ensuring that NO animals whatsoever enter the kitchen at any time
- Ensuring that no Barbeques, LPG appliances or highly flammable substances are brought onto the Premises
- Ensuring that they and their attendees recognise the fact that the Premises are situated in a residential neighbourhood and conduct themselves accordingly by, for example, taking care not to slam car doors, especially late at night, and not playing music or making other sounds at inappropriate levels
- Ensuring that all music stops by midnight

Bookings which may be refused

The Village Hall booking secretary, on behalf of the trustees, has the right to refuse any booking for whatever reason, including concern over potential noise levels and other nuisances especially to neighbours.

Cancellation

1. No charge if cancelled 4 weeks or more before a booking
2. 20% of hire charge is due if cancellation is between 4 and 1 weeks before a booking
3. 50% of hire charge is due if cancellation is 1 week or less before a booking

Payment terms

1. For a single booking, payment is due before the event, except...
2. For any single booking open to the public, which covers its costs by ticket sales or other fund-raising activities at the event, payment is due 30 days after the event.
3. When an event, open to the public and covering its costs by ticket sales, requires additional bookings for rehearsal or setup time, then payment for those additional bookings is not due until 30 days after the final fund-raising event.

Deposit

At the discretion of the booking secretary, a deposit may be required for all adult parties. If the hall is not left in an acceptable state, deductions will be made before the deposit is returned.

Fire Regulations

The Hirer shall:

- Ensure that the "Emergency Exit" signs are kept illuminated
- Ensure that the Fire Brigade is called to any outbreak of fire, however slight, and details given to the Village Hall
- Prior to the start of an event indicate the fire exits and Evacuation Meeting Place to the persons attending the event
- Ensure that all fire exits in the hall are kept clear at all times. However if any equipment, e.g. a piano, is positioned close to an exit, the user of the equipment is made responsible for moving it rapidly out of the way of the exits in the event of an emergency
- Ensure that the relevant hall lobby and foyer entrances are not blocked with items such as buggies, wheelchairs or mobile scooters

The Evacuation Meeting Place is at the corner of the Car Park next to the bottle banks. No person may re-enter the Hall without the permission of the Fire Brigade.

Use of Premises

The Hirer shall not:-

- sub-let or use the Premises for any purpose other than that described in their Booking Application

- 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
- allow smoking in the Premises, in the patio area or in the vicinity of the entrances.
- permit bicycles to be brought in to the Premises
- permit studded or spiked shoes or any other footwear likely to damage the floor to be worn
- permit the use of fireworks
- permit the use of barbeques or camp fires in the grounds

Car Parking

Vehicles are parked at owner's risk, and may be parked either on the tarmac or on the grass between the hall and Mill Lane.

Music Licences

The Hirer is responsible for ensuring that they have an appropriate music licence. In general, private hire does not require any additional licence.

If the Hirer is operating as a business, or is organising an event where the profit does not go entirely to the voluntary organisation, then the hirer is responsible for obtaining a PPL licence (Public Performance Licence).

The Village Hall is responsible for obtaining a PRS (Performing Rights Society) licence, which covers all users.

Compliance with legislation relating to children or vulnerable adults

For all bookings involving children or vulnerable adults, except private parties where the Hirer is a family member, the Hirer is required to have their own safeguarding policy and must ensure that those who work with young people or vulnerable adults hold a current DBS certificate.

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 are the responsibility of the Hirer.**

Indemnity

The Hirer shall indemnify and keep indemnified each of the Trustees of the Village Hall and their employees, volunteers, agents and invitees against:

- the cost of repair of any damage done to any part of the Premises including the curtilage 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

The Hirer is responsible for ensuring that any third party such as a catering company or operator hired to bring equipment such as bouncy castles onto the Premises has relevant and appropriate insurance, which shall include public liability insurance.

If the Hirer is operating as a business they are responsible for ensuring that they have relevant and appropriate insurance, which shall include public liability insurance.

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, and complete the relevant section in the Village Hall's Accident Book. The hirer shall ensure the appropriate medical assistance is sought, or an ambulance is called.

Any failure of equipment belonging to the Village Hall 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. The Village Hall may dispose of any such items 7 days thereafter at its discretion, by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer daily storage fees and costs incurred in storing and selling or otherwise disposing of the same.

No alterations

Decorations may be hung from the hooks provided on the side walls of the Halls but not elsewhere. No Blu-tack, drawing pins, adhesive tape or similar may be used.

No other alterations or additions may be made to the Premises, and 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 Village Hall.

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 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.

Interruption of Regular Bookings

If a Hirer is a regular weekly user, the Village Hall reserves the right to cancel all, or part of, certain bookings in favour of one-off bookings. Such cancellations shall not occur more than once a month, and at least six weeks' notice shall be given of such cancellation.

Cancellation by the Village Hall

The Village Hall reserves the right to cancel a hiring by written notice to the Hirer in the event of a national emergency, or similar *force majeure* situation that requires the Premises to be closed, or 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 consider that:

- such hiring may lead to a breach of the licensing conditions, or other legal or statutory requirements, or
- unlawful or unsuitable activities may take place at the Premises as a result of the hiring, or
- 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.

Public Health

The Hirer is responsible for conforming to all Public Health legislation and guidance that relates to the control of viral pandemics or diseases such as Covid-19 and to take reasonable precautions to stop the spread of the virus

Acceptance

These Terms and Conditions will have been made available to the Hirer at the time of making the booking. By proceeding with the booking the Hirer is deemed to have accepted these terms and conditions.