

# Islip Village Hall Hire

## Terms and Conditions

Charity Number 1107274

*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 Islip Village 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.

### General Conditions

1. 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 in the Grundon Waste Bin by the Car Park entrance
  - Replacing the key in the key box
  
2. 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 Grundon bin in the Village Hall car park before leaving the premises.
  - If the Grundon 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.**

3. 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.
  
4. The HIRER shall indemnify the COMMITTEE for 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 as a result of the hiring.

## 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 **23.00**. Music must also stop at this time.
5. The Village Hall must be locked and together with the car park, vacated by **23.30**.

## 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.
2. **Noise is a highly sensitive issue for our neighbouring residents. Windows and Fire Exit doors on the North side of the Hall are to be kept closed (except in an emergency) and at least one set of swing doors at the main entrance is to be kept closed.**
3. 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.
4. The HIRER shall ensure that the minimum of noise is made on arrival and departure at the Hall.
5. **Breach of these “prevention of public nuisance conditions” will result in full loss of deposit.**

## Licensing and alcohol

The Hall holds a Premises Licence under the provisions of the Licensing Act 2003, which covers the sale of alcohol and provision of entertainment. Please refer to the Bookings Manager with regard to the plans for any event.

1. The HIRER shall not use the Hall for any purposes other than that agreed with the COMMITTEE.
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. If any 'adult entertainment' is to take place, the HIRER is to ensure that this does not take place in front of minors.
4. The HIRER must inform the COMMITTEE if it is proposed that alcoholic drinks are to be available at the event. No sale or provision of alcohol may be undertaken by the HIRER except with the permission of the COMMITTEE, the arrangements to be discussed and agreed by the COMMITTEE.
5. 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.
6. 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.

## 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 months 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.

## 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.

*(The fact that the Committee or its volunteers recommends any third party to the hirer does not mean that the Committee in any way endorses or guarantees the competence or performance of the third party and the Committee is not responsible for any loss or damage suffered by the hirer arising as a result of any action or lack of action by the third party or of any equipment supplied by the third party).*

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.

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. Any smoking outside is confined to the patio area at the rear of the Hall and is not permitted in the car park or anywhere at the front of the Hall. Smoking debris bins are provided outside on the patio area.
3. 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 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.
2. 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.
3. 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.
4. The HIRER is to ensure that NO fireworks are discharged in the Hall at any time or within the grounds of the Hall except with the prior permission of the COMMITTEE. This includes the use of 'sparklers', which cannot be used at any time in the Hall or within the grounds of the Hall.
5. 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.
6. THE HIRER shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.

## Parking and Emergency Procedures

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.

1. 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.
2. The HIRER is to ensure that car parking does not create a nuisance to the residents immediate to the Hall or cause any obstruction to the roads.
3. The access to the right hand side of the Hall leading on to the playing field must be clear at all times. The remaining areas are free to use, but considerate parking will obviously maximise the amount of cars that can be accommodated. The COMMITTEE cannot be held liable for any loss or damage to cars.
4. The HIRER shall also be aware of the location of the fire and emergency equipment supplied.
5. 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 right hand side of the Hall.

## 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 Islip Village Hall Limited 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 [isliphallbookings@hotmail.com](mailto:isliphallbookings@hotmail.com)