

Terms of Hire

GENERAL CONDITIONS

- 1** The Hirer is the person or entity hiring South Cerney Village Hall, or any part of the Hall, for a stated period of time and thereby entering into a contract with South Cerney Village Hall
- 2** The Hirer (**1**) agrees to be bound by, and comply with, the Terms of Hire.
- 3** The Hirer shall be responsible to comply with all applicable Rules, Regulations and Guidance during the time of hire and shall be solely responsible for compliance and must not be under 18 years of age
- 4** The Committee reserves the right to refuse or cancel any booking should the Hirer, in the opinion of the Committee, fail to disclose the true purpose of the hiring or make any representation as to the hiring which is false or fail to disclose any fact which in the opinion of the Committee is material to this agreement.
- 5** The Hirer shall not permit smoking anywhere inside the Village Hall.
- 6** The Hirer is solely responsible for any damage caused to the Hall or its environs and must inform the Facilities Manager as soon as possible
- 7** The hirer agrees not to exceed the maximum permitted number of people per room inclusive of organisers/performers. ***see safety rules**
- 8** The Hirer agrees to be present (or by its authorised representative, if appropriate) during the hiring and fully comply with the Terms of Hire, Safety and Advice notes and Premises Licence conditions (where appropriate) unless otherwise agreed in writing.
- 9** The Hirer shall be responsible for the observance of all regulations appertaining to the premises stipulated by the Fire Authority, the Local Authority, and the Local Magistrates Court, or otherwise
- 10** The Committee is not responsible for any food prepared and served by Hirers, or their contractors, in the Hall.
- 11** The Hirer shall provide their own insurance cover for public liabilities where they charge for entrance or for participation in their activities. A copy of this policy must be given to the Facilities Manager at the time of booking.
- 12** The Hirer will be responsible for the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements to prevent obstruction of the adjacent highway
- 13** It is the absolute responsibility of the Hirer that if the **Fire Alarm** is activated for any reason, they ensure that all persons in their party leave the building and proceed to the Meeting Point. Only when the cause of the alarm has been ascertained and after the building is deemed safe, can the Hirer instruct persons to re-enter. Please inform the Facilities Manager as soon as possible.
- 14** The Committee shall not be liable to the Hirer for any resulting loss or damage to equipment or asset stored in the Hall, such equipment or asset which shall be covered by the Hirers own insurance
- 15** It is the obligation of the Hirer to ensure that they are fully compliant with Child Protection and DBS checks where necessary
- 16** The Hirer shall not sublet the premises
- 17** The Hirer shall not use the premises for any unlawful purpose

18 The Hirer shall ensure that all electrical equipment brought to the Hall and used by them has been subject to Portable Appliance (PAT) Testing and so identified

19 The Hirer shall not store any equipment or asset in the Hall without prior permission of the Committee

20 The Hirer shall not allow the Hall to be used for any lewd or salacious purpose which could, in the opinion of The Committee, bring the Hall into disrepute

21 The Hirer shall not bring onto the premises anything which may endanger persons or the premises, or which would invalidate any insurance policies. This includes explosives and flammable substances. No internal decorations of a combustible nature (e.g. polystyrene, cotton wool, straw, sacking, paper) shall be brought on to the premises in large quantities

22 The Hall is not available for parties for ages 13 through 20 (including 18th parties) except under more stringent conditions, decided by the Committee in writing, at the time of Booking and no sale of alcohol

23 The Hirer shall be given a code for the entrance door. This code will be valid for the period of the hire. Those with long term bookings will be advised accordingly

24 If the Hall is required as "Place of Refuge", or for any other purpose, by the Emergency Authorities, including an Election, which results in the Hall be cleared, then the Hirer shall be entitled to a refund of all monies paid.

25 Well behaved dogs are welcome in the Village Hall but must be kept on a lead. Dog fouling should be cleared and taken away

26 BANNED ITEMS These shall include: • Gas cylinders containing any flammable gas including propane and butane, unless otherwise agreed in writing by the Committee • Deep fat fryers • Fireworks • Chinese Lanterns This list may be extended at any time by the Committee

27 It is the Hirers responsibility to ensure that any external doors must be left fully closed when leaving the facility

28 Obstructions must not be placed in gangways or exits, nor in front of emergency exits.

29 The Hirer is responsible for ensuring the noise level does not interfere with other activities within the building nor cause inconvenience to the occupiers of nearby houses and property.

30 It is the responsibility of the Hirer to leave the building in a clean and tidy condition and to take rubbish away with them when leaving. The Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents. No alterations or additions may be made to the premises e.g. decorations, unless otherwise agreed in writing by the Committee

31 The Hirer must report all accidents involving injury to the Facilities Manager as soon as possible. All accidents must be recorded in the Accident Book at the Centre.

BOOKINGS and FEES

1The Committee shall always give priority to bookings in the following order:

A. Registered Charity or "not for profit" South Cerney Organisation benefitting the Village (e.g. social or sports committee)

B. Resident of South Cerney for social and “not for profit” use (e.g. birthday party)

C. All others (e.g. resident of South Cerney running a dance class for profit)

***Any dispute over priorities will be resolved by the Committee, whose decision is final.**

2 All bookings should be made through the HallMaster booking system accessed through the website, e-mail or telephone call to the Facilities Manager.

3 Hirers should be aware that the Committee recognises the requirements of the General Data Protection Regulations (GDPR) which governs the use of information about people known as Personal Data. As such, South Cerney Village Hall collects and uses Personal Data for the purposes of managing the Hall, its bookings and finances, running and marketing events at the Hall. This data shall only be used in connection with the purpose for which it was collected and will be retained as required by the Trustees/Facilities Manager. If you would like to find out more about how we use your Personal Data or want to see a copy of information about what we hold, please contact the Facilities Manager by email; fentons@southcerney.org.uk

4 Hire fees shall be set by the Committee and may be reviewed at any time. Those published on the website are current at the time.

5 The following areas will be included in the hiring unless otherwise stated upon booking. Main Hall, Kitchen, all Toilets, hallway, foyer. The Committee Room may be hired exclusively. Occasionally, there may be two groups using the communal areas of kitchen, all toilets and hallway. This will be confirmed upon booking.

6 Hire Fees, and Deposits if applicable, should be paid through BACS or by exception a cheque or cash. All cheques and cash will be banked on receipt. The Hirer, on or before the commencement of the event date, shall pay a deposit at least one third of the cost of the booking. The balance of the booking fee is preferred at least 7 days before the date of the booking but can be paid later when agreed by the Committee. Deposits, if applicable, will be returned in full to the Hirer by the Treasurer within seven days after the event has been held subject to all Terms of Hire being complied with. If the Terms of Hire are not complied with, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents.

7 Bookings may be made up to 6 months in advance of the date of hire. Payment is preferred on Booking, but regular bookings should be paid up to one week after the receipt of the invoice. Party bookings MUST be paid in advance of date of hire.

8 The booking rate in force at the time of making the booking is secured.

CANCELLATIONS

1 If the Hirer cancels the booking within four weeks of the event, 50% any monies paid shall be forfeit. If the Hirer cancels the booking within two weeks of the event, 100% of any monies paid shall be forfeit.

LICENCES

HIRER MUST READ PREMISES LICENCE IN ADVANCE OF BOOKING (on Notice Board and website or can be sent in advance of booking where requested)
COMPLIANCE OF THESE RULES IS MANDATORY

1 South Cerney Village Hall has a Premises Licence authorising the following regulated entertainment and licensable activities at the time of the event. (A copy of this can be viewed on the notice board at the VH)

2 In order to hold a licensable activity on the premises, or on part of the premises not covered by the Hall's Premises Licence, A Temporary Event Notice (TEN) will need to be given to the licencing authority (CDC). The Hirer will obtain written consent of the Facilities Manager. FAILURE TO DO SO WILL RESULT IN CANCELLATION WITHOUT COMPENSATION.

STANDARD TIMINGS - ALCOHOL

Supply by retail of alcohol on premises - 1100-2330

*written permission is required from facilities manager

STANDARD TIMINGS - OTHER

Provision for facilities for dancing: 0900-2345

Performances of Dance: 0900-2345

Films: 0900-2345

Provision of facilities for making music: 0900-2345

Live Music: 0900-0000-2345

Recording Music: 0900-2345

Similar facilities for Entertainment: 0900-2345

Similar live recorded music and dance: 0900-2345

Plays: 0900-2345

NON STANDARD TIMINGS - NEW YEAR'S EVE ONLY

Supply by retail of alcohol on premises 1100-0030

Live Music, recorded music, provision of facilities for dancing: 0900-0100

PPL/PRS - South Cerney Village Hall hold a licence for the performance of copyright music.

Village Hall Re-Opening Hire Agreement

We will be opening in several phases

Phase 1 – Pre-existing classes

Phase 2 – New Bookings (classes)

Phase 3 – Parties/Weddings/Large group activities

Phase 4 - other

Phase 1

It is the responsibility of the Hirer to:

- Show an approved Risk Assessment to the Facilities Manager with reference to Covid19 and Sport Governing bodies as well as the regular checks (Contact Facilities Manager if support is needed)
- Show a copy of Insurances
- Show a copy of First Aid Certificate where relevant
- Follow the rules and regulations set out in the venue during the Covid19 Pandemic.
- Ensure the compliance of all Health, Safety and Hygiene rules for themselves and their party, including 2m rules and hand washing/hand sanitising
- Be flexible with their current Class times as they may need to be slightly adapted to keep all users safe
- Wipe clean all surfaces, including Disabled toilet and wash basin, door handles and light switches and sweep floor at the end of each booking. (All other toilets, sinks and changing rooms will be closed during this Phase; cleaning products will be provided)
- Follow the one-way system set in place
- Ensure all of their party are washing hands/hand sanitising regularly
- Bring own equipment unless otherwise agreed by the Facilities Manager
- To have contact details for all members of their party for Track and Trace purposes
- Deny access to anyone in their party who may be unwell or showing symptoms of Covid19 and contact all members of their group where necessary to pass this information on
- Shouting/Chanting should be avoided to reduce the spread of Covid19. Please use a microphone if necessary
- Classes should be kept as sedentary as possible
- The wearing of masks is currently the individual's choice
- Leave all doors and windows fully shut on departure
- All members of the party should bring a bag to store their belongings whilst exercising. This must be kept with them at all times.
- All members of the party should be encouraged to come in correct clothing and only use the toilets when absolutely necessary.
- Your hire time will include 15 minutes extra for: set up, pack away and sanitisation of equipment and door handles

Terms of Hire-Village Hall + COVID 2020

- Ventilation, doors or windows should be kept open where possible.

The Committee reserve the right to change these Terms and Conditions at any time without prior notice. In the event that changes are made, the revised terms and conditions will be posted on our website.