

Occold Village Hall Terms & Conditions of Hire

Hirer Obligations and Responsibilities

The HIRER must be at least 21 years of age *at the time of booking*.

The HIRER will, during the period of the hire (which shall include any preparation time taken leading up to the use of the Hall for the Event and in the period taken to clear up the Hall following the Event), be responsible for:-

- The supervision of use of the Hall, and care of, and prevention of damage to, the Hall and all fixtures and fittings.
- The behaviour and safety of all persons using the Hall whatever their capacity, and of their acts in and around the Village;
- The evacuation of the Hall in the event of a fire and full compliance with the regulations and procedures stipulated from time to time by the Committee in this regard.
- **Because of the very low noise limits (35dBA-38dBA) that are imposed under the Planning Regulations for the site, hirers must ensure that amplified music or other audible entertainments are conducted at levels, which when monitored at the site boundary, means that sound from within the hall cannot be heard. Noise levels must be monitored regularly throughout the period of hire, at a position close to the hedge nearest to the oil storage tank, which is at the kitchen side of the building. Once the playing of music or other audible entertainment has commenced, all doors and windows must be closed, and all such entertainment shall cease on or before midnight, unless agreed otherwise with the Committee.**
- The supervision of car parking so as to avoid obstruction of the access drive and access to dwellings within the Village, ensuring that there is no parking on grassed areas and that fire exits and emergency access are kept clear at all times.
- The proper supervision (by at least two responsible adults over the age of 21 at all times), of persons under 18 years of age.
- The supervision and care of any equipment or items of furniture within the Hall including lighting, music, ventilation systems, kitchen appliances etc.
- Ensuring that all conditions of the entertainment and alcohol licence(s), as issued for the Hall are observed.
- Ensuring that the Hirer has all the applicable licences or permits to suit their activity.
- Ensuring that no decorations or other items are put up within the Hall unless specifically agreed with the Committee.
- Ensuring that the keys to the Hall are kept securely at all times and returned to the authorised key holder on completion of the period of hire.
- Ensuring that the users of the Hall and attendees at the Event leave the Hall quietly, without causing disturbance to village residents.
- The Hire fee will be due on acceptance of the booking and must be paid in full to secure the booking.
- Providing at the Hirers own costs, sufficient cleaning items and tea towels - these are **not** provided by the Committee.
- Ensuring that the Hirer and those attending the Event seek access only to areas agreed at the time of booking and all other areas are strictly out of bounds.

- The Hall is only available for Hire by the hour and minimum Hire hours apply, if the Hirer is still in occupancy after the agreed Hire period, then an additional Hire charge will be charged and is payable within three days of the conclusion of the Hire Period.

The HIRER shall:

- Be solely responsible for, and indemnify the Committee against, all liabilities, claims and expenses, including any cost of any repairs or works required, as a result of damage to the Hall, its contents or any other property or persons within the Village, which may arise or occur as a direct or indirect result of any activity integral to, or associated with the hire or event and attendance by any persons at it.
- Ensure and be able to prove that, where an event involves adults working alongside and with children, that a valid Child Protection Policy is in place.
- **Read a copy of the Hall Fire and Major Incident Plan.**

The HIRER shall not:

- Sub-hire the Hall.
- Allow the Hall to be used for any unlawful purpose or manner.
- Do anything or bring into the Hall anything or any substance, which might endanger the Hall or any person therein, either at the time of Hire or subsequently.
- Allow the use of candles or naked lights (exception being on a celebration cake).
- Allow the use of chocolate fountain(s).
- Bring into the Hall, paints, spirits, or flammable materials / liquids.
- Provide or attempt to sell illegal substances.
- Provide or give alcohol to persons under the age of 18.
- Permit anyone to 'Smoke' inside the Hall or on the Patio Area
- The use of **drawing-pins, sticky tape or 'Blu-tac'** for fitting anything to the walls, ceilings, doors or windows **is not permitted at any time.**

Deposit:

The Committee hire out the Hall on a 'no deposit required' basis. However the Hirer **must be aware** of the following;

There will be an inspection of the Hall **during and** after the hire period. Any damage or breakages must be reported immediately at the end of the Hire period.

- 1) Any damage or work required to return the Hall or the equipment in the Hall or surrounding the Hall, to its pre-hire condition will be charged to the Hirer. Furthermore the Committee reserves the right to pursue the Hirer for such monies and any costs, legal or otherwise, which will also be added to the cost of repairs, or actions required.

Booking form:

- The prospective Hirer is required to complete, sign and submit the ruling 'official booking form **and if applicable, the 'Licensing Agreement Form'** prior to any booking.
- Upon the Committee's agreement to Hire the Hall to the Hirer for the required Hire period and the payment of the Hire fee in full has been received, then this will form a 'Contract of Hire' between both parties.
- The terms and conditions of the Hire of the Hall will become contractually binding and must be observed by both parties at all times.

- Upon confirmation of the Committee's acceptance of the Hirers booking, an invoice will be raised and sent to the Hirer, full payment must be made as per the payment conditions, to secure the booking.
- No Booking will become contractual until the appropriate Hire fee has been paid in full and become cleared funds in the ORAC bank account.

Hall availability and access:

- The Hirer may collect the keys to the Hall from the agreed collection point 15 Minutes before the Hire period starts – **this is to be agreed one week prior to the Hire period.**
- If the Hire is adjoining an earlier Hire, then the Hirer may not enter the Hall until the previous Hirer has finished their Hire period and the Hall has been inspected.
- The Hirer will either be shown round the premises by a member of the committee or will be provided with a 'Quick Guide to the Hall Data Sheet'.
- The Hirer will also be given details of who to contact in the event of a Hire problem.

At the end of the period of hire the HIRER shall be responsible for:

- Leaving the Hall and surrounding areas in a clean and tidy condition.
- Replacing any furniture or other items temporarily removed from their usual position.
- Removing all food items and refuse and disposing of it in a lawful manner.
- Ensuring that all lights, ventilation systems, taps and gas supplies are turned off.
- Closing all fire doors.
- Locking and securing the Hall (including resetting the alarm system), unless otherwise instructed by the authorised representative of the Committee.

Cancellation of Hire:

- No refunds will be made except in exceptional circumstances, as considered from time to time by the committee.

Committee Rights

The COMMITTEE reserves the right to:

- Cancel the Hire in the event of the Hall subsequently being required to be used as an Election Polling Station, (the Committee shall then refund any monies already paid).
- Cancel the booking Hire, for any reason, and levy additional charges to recover costs incurred as a direct or indirect result of the cancelation of the Hire due to the loss of other potential Hire income.
- Make a charge to the Hirer for reasons of damage, breakages, negligence, additional cleaning requirements, or otherwise.
- Enter the Hall at any time during the Period of Hire as they wish, for what ever reason.
- No booking will be contractual until the appropriate Hire fee has been paid in full and become cleared funds in ORACs' bank account.
- Charge an extra Hire Fee if a Hirer continues occupancy of the Hall after the agreed Hire Period this will be in multiples of one hour.

Failure by the Hirer to observe the terms & conditions of Hire may bring the Hall into disrepute and jeopardize the Hall licence(s), which will result in the Hall no longer being available for private hire, under which circumstances the committee will pursue the Hirer for the loss of revenue for the Hall, for one year from the date of loss of the Hall's revenue generation period.

Definitions

In these conditions references to:

"The Committee" shall mean the committee of Occold Recreational and Amenities Council acting as operator of the Hall

"The Event" shall mean the event for which the Hirer books the Hall

"The Hall" shall mean Occold Village Hall

"The Hirer" shall mean the person or persons applying or granted to use the Hall

"The Village" means the village of Occold and surrounding area, including but not limited to the playing fields adjoining the Hall, the roads known as Church Street, The Street, Old Rectory Gardens, Mill Road, Bulls Hall Road and Redlingfield Road all properties on them and fields adjoining or abutting such playing fields and roads.