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# HARTLAND PARISH HALL COMMITTEE

Registered Charity No 1002517 (Hartland Village Hall)

Chairman

Mrs P Ralph, Tara, Natcott, Hartland, Bideford, Devon EX39 6DQ 01237 441469

**Treasurer** Mrs J Goaman, Firebeacon Farm, Hartland, Bideford, Devon EX39 6EN 01237 441382

Secretary

Mrs S Heard, Natcott Farm, Hartland, Bideford, Devon EX39 6DQ 01237 441389

## Meaning of Terms

- For the purpose of these conditions the term 'Hirer' means an individual hirer or where the hirer is an organisation, the authorised representative.
- Reference to the 'Premises' means Village Hall.
- The 'building' means Village Hall and any associated outbuildings or area.
- The 'Committee' means Hartland Village Hall Management Committee.
- The 'Bookings Secretary' means any person authorized by the HVH to accept reservations for the use of any part of the 'Premises' and accept payment to deposits and other monies on their behalf.

## **Specific Conditions**

- The Hirer must be 18 years of age or above.
- The Hirer must nominate a responsible adult (18 years or above) to act as deputy if alcohol is to be consumed on the Premises and the Hirer is unable to be present. The deputy's details must be lodged with the Bookings Secretary or HVH.
- The deputy will at all times act as if he/she/they are the Hirer.
- The HVH retains the right to enter the Premises at any time and is permitted to close any function causing a nuisance.

### The Hirer Agrees:

- 1. To be responsible for the supervision of the premises, the fabric and contents and also the care and behaviour of all persons using the premises or any part thereof during the period of hire.
- 2. Not to use the premises for any purpose other than described in the hiring agreement. They will not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way.
- 3. Not to do anything which may endanger the premises or render invalid any insurance policies.
- 4. Not to allow the consumption of alcohol on the premises without the permission of the HVH or their authorised or appointed representative.
- 5. Not to permit any activity that might or would contravene the terms, conditions or legal requirements appertaining to gaming, betting or lotteries.
- 6. To comply with all conditions and regulation made in respect of the premises by the Fire Authority, Local or any other legal authority in connection with any event which includes public dancing, music, stage plays or other similar public entertainment.
- 7. To observe all relevant food health or hygiene legislation and or regulations if preparing or selling food on the premises. Food prepared off the premises may be sold or consumed on the premises subject to compliance with all health or hygiene legislation or regulations.
- 8. To ensure that all electrical appliances brought to the premises are safe and in good working order and used in a safe and supervised manner.
- 9. To abide by all notices posted by HVH on the premises.
- 10. To ensure compliance with the strict 'No smoking' policy that applies to the entire building.
- 11. To be responsible for returning all equipment to its place of storage and not to bring any heavy receptacles onto the premises that might cause damage.

- 12. **To remove all rubbish, litter and refuse** from the premises or where instructed, to use the receptacles provided. Failure to do so will result in the Hirer being charged for any cost incurred by the HVH in removing such items and in extreme situations may lead to the Hirer being banned from future use and or hire of the premises.
- 13. To ensure that any setting up time is within the period of hire and that by the end of the period of hire they have cleaned/(sweeping brushes & equipment are available for this purpose) and cleared the premises unless arrangements have been made with the HVH for cleaning at an agreed price. Failure to do so will result in an additional charge being deducted from the damage retainer deposit. If necessary the HVH reserve the right to demand any additional fees to cover the cost of clearance and cleaning.
- 14. To refrain from attaching anything to the walls or floors without prior consent from the HVH.
- 15. To ensure there is no disturbance or interference with other hirers or their guests who may be using other parts of the premises at the same time.
- 16. To discourage people gathering outside the exit doors to ensure proper consideration of neighbouring properties.
- 17. To ensure any activities for children under eight years of age comply with the provisions of the Children's Act 1989 and that only fit and proper persons have access to children.
- 18. To ensure no unaccompanied children under sixteen years of age are permitted to attend any function serving or selling alcohol.
- 19. To report any accident during the period of hire to the Hall Bookings Secretary or any member of HVH.
- 20. To ensure all users of the premises during the period of hire are fully advised about emergency procedure and location of exits.
- 21. To report any damage to the premises, property or equipment immediately to the Hall Bookings Secretary or any member of the HVH, and to ensure where practicable the extent of damage is recorded and agreed in writing. The Hirer will pay the HVH for the full cost of repair of any damage done or if beyond repair and at the discretion of the HVH, the reasonable cost of replacement.
- 22. The hirer must ensure that the patio area is not used by the public after 23.00 hours, as per the Premises Licence.
- 23. The hirer must ensure that children using the patio are supervised at all times.

### **General Policy Rules**

- 1. The Premises are licensed for the sale of alcohol drinks, including wines, beers and spirits. The Hirer is required to abide by the conditions of the premises licence for any function, booking or activity which such liquors will be served, sold or be available for consumption on the Premises. It is the Hirer's responsibility to be fully aware of the terms and conditions of the premises licence and to ensure all hall users attending the function booked by the Hirer abide by the terms and conditions. Where a Hirer intends to have alcohol on the premise, the Bookings Secretary should be informed. HVH will provide a licensed bar for functions when requested. NO ALCOHOL MAY BE SOLD ON THE PREMISES UNLESS PROVIDED BY HVH. THE USE OF THE BAR EQUIPMENT IS NOT INCLUDED IN THE GENERAL HIRE OF THE HALL.
- 2. The Premises are licensed for entertainment including dancing, playing music and performance of plays and showing of films. The hirer is required to abide by the terms of the licence for any function, booking or activity the Hirer organises in respect of such activities.
- 3. The Hirer's attention is drawn to the specific conditions within this hire agreement relating to the conditions of the Premises Licence.
- 4. It is the Hirer's responsibility to ensure that food safety is maintained if preparing or serving food at any function booked by the Hirer.
- 5. When independent caterers are used it is the Hirer's responsibility to establish that where required they are registered with an appropriate Authority in their own right.
- 6. Where late night refreshments are provided in the building food must not be consumed immediately outside after 11pm.

- 7. Exception for the specially designated external smoking area the Premises are a strict no smoking environment. To comply with Smokefree Legislation, no smoking is allowed in any part of the building.
- 8. A strict anti-drug policy applies at all times. Use, consumption, distribution, sale or procession of any illegal or classified drug or drug related substance or material will not be tolerated on the Premises. Any breach of this condition will be reported to the Police.
- 9. Single sex groups for events such as 'stage or hen parties' will not generally be permitted to hire the Premises for exclusive use. This condition is flexible at the discretion of the HVH and an additional non –refundable deposit will be required.
- 10. No 'adult' entertainment or services, activities, other entertainment or matters ancillary to the use of the Premises that may give rise to concern in respect of children are permitted.
- 11. The hall floor must be protected from damage by use of suitable protective covering if being hired for events likely to involve movement of large objects or containers (such as metal or wooden boxes for jumble sales, skittle boards, trampolines, stage 'props' and the like)
- 12. The Premises are not insured for firework displays and these are strictly forbidden. In exceptional circumstances with prior written consent from the HVH by the Hirer, limited displays may be permitted.
- 13. No fires or bonfire will be permitted at any time.
- 14. The HVH are insured for Public Liability Risks but the Hirer is reminded that the HVH do not insure the Hirer for the Hirer's liabilities. This means the HVH do not accept responsibility on behalf of the Hirer for any loss, damage, death, injury or consequential loss the Hirer may incur through negligence or deliberate act(s) by the Hirer or any person acting on behalf of the Hirer or those attending any function or activity arranged or organized by the Hirer on the Hirer's behalf.
- 15. The HVH do not permit the Premises to be used for activities involving high injury risks, such as jousting competitions, it's a knock out type competitions, races, event involving weapons, passenger carrying amusement devices or remote controlled models.
- 16. Excessive noise and anti-social behaviour will not be tolerated. The Hirer is responsible for ensuring that neighbours of the Premises are respected and guests reminded to arrive and leave as quietly as practicable.
- 17. In the event of complaints about noise and anti-social behaviour the HVH reserve the right to retain any otherwise refundable deposit money and ban the Hirer or users from further hire or use of the Premises.
- 18. The HVH reserves the right to monitor noise and music levels. The volume of amplified music must be controlled and if requests to reduce sound output are ignored the HVH also reserve the right to discontinue the function and close the Premises.
- 19. The HVH reserves the right to alter, amend or add the Conditions of Hire at any time.

Please sign and return one copy to the Bookings clerk confirming that you have read and accept the terms and conditions of hire.

SIGNED		DATE
PRINT NAM	E	
Organisation:		Tel no.:
Address:		Email: