



# **BOOKING AGREEMENT & CONDITIONS OF HIRE**(REGULAR HIRERS)

GREAT HORKESLEY NEW VILLAGE HALL, TILE HOUSE LANE
GREAT HORKESLEY, CO6 4EA

www.greathorkesley-pc.gov.uk

Last approved by the Village Hall Management Committee 26<sup>th</sup> March 2024 Minute Ref: V23/33 (g)

# **BOOKING AGREEMENT**

Agreements between you ("the Hirer") and the Village Hall Management Committee and Parish Council officers and staff ("the Hall Management"), for the hire of Great Horkesley New Village Hall ("the Village Hall"), are subject to the below Terms & Conditions of Hire ("the Hire Conditions").

These Hire Conditions are applicable to Regular Hirers only. Regular Hirers are groups or individuals that hire the Village Hall at least once per month under the same booking name.

By proceeding with your booking, you are deemed to have accepted the Hire Conditions within this document.

Full policies and licences are available on the Parish Council website (greathorkesley-pc.gov.uk) or can be requested from the Bookings Manager and should be read in full.

# TERMS & CONDITIONS OF HIRE

These standard conditions apply to all hires of the Village Hall. If the Hirer is in any doubt as to the meaning of the following, the Bookings Manager should be immediately consulted.

### 1. THE HIRER

The Hirer must be at least 18 years of age and undertakes to be present, or arrange for sufficient adult representatives to be present, throughout the hire to ensure compliance with these Hire Conditions. The Hirer is responsible for ensuring that their activities comply with relevant Health & Safety regulations and should be aware of the Fire Safety Policy & Emergency Plan for the Village Hall. All safety notices, including those regarding the storage of chairs and tables, must be observed.

# 2. CLEANING & DAMAGES

The Hirer will be invoiced for the cost of any breakages or damage (including accidental damage) to the Village Hall or its fixtures, fittings, or contents that occurred during the hire, or for the loss of any items from the Village Hall, at the discretion of Hall Management.

Should the Village Hall not be left in an acceptable clean state after any hire, then the Hirer will be invoiced for extra cleaning costs of £20 per hour of cleaning required, at the discretion of Hall Management.

All future bookings will be on hold until invoices have been paid in full.

# 3. PAYMENT TERMS

Payment terms are 30 days from the date of invoice.

### 4. CONFIRMATION OF BOOKING

A booking is only confirmed once the required sums have been paid in full and the Bookings Manager has sent a confirmation email and receipt of payment to the Hirer.

# 5. CANCELLATIONS

The Hirer must give 30 days' notice to cancel any hires in a block booking, although additional notice would be gratefully received. Payments for any hires due to take place after the 30 days' notice has been given will be refunded in full. Any hires due to take place within the 30 days' notice will not be refunded, whether they go ahead or not.

Hall Management shall always have the right of entry to the premises and may terminate the block booking agreement and seek damages if any of the Hire Conditions are breached or any of the activities are deemed to be objectionable.

Any hires cancelled by Hall Management, for any reason, will be refunded in full.

# 6. BOUNCY CASTLES, INFLATABLES & BALLS

No more than 1 bouncy castle is permitted per hire, and this must be no larger than 15ft x 12ft if being used inside. External bouncy castles may be larger in size, subject prior to approval from Hall Management. There is a £20 surcharge for this, to be paid with the hire fees. The Hirer must ensure that there is appropriate public liability insurance cover in place.

Balls are not permitted in the Village Hall at any time.

### 7. CLEANING & WASTE REMOVAL

The Hirer is expected to leave the Village Hall clean and tidy at the end of their hire; this includes sweeping the floors, mopping up spillages, wiping down surfaces, cleaning and returning all chairs and tables to their normal storage positions, and cleaning, drying, and putting away any kitchen items used. A broom and other basic cleaning equipment is kept in the furniture storage cupboard in the main hall.

The Hirer is responsible for taking all rubbish and waste away from the Village Hall after their hire and disposing of or recycling it appropriately away from the site. **PLEASE LEAVE THE VILLAGE HALL AS YOU FOUND IT.** 

# 8. NOISE

The Hirer is responsible for ensuring that noise limits are not exceeded as far as possible. There is a noise limiter set at 105db when the external doors are shut and 75db when they are open. If noise levels exceed this, then power to the main hall will be tripped and the Hirer will need to press the red button on the wall above the kitchen hatch in the main hall to turn the power back on.

The Hirer must ensure that all attendees recognise the fact the Village Hall is situated in a residential neighbourhood and conduct themselves accordingly by, for example, not slamming car doors late at night or playing music at inappropriate levels.

# 9. ANIMALS

No animals (including birds) are permitted inside the building, except for assistance animals, or properly licensed and accredited petting zoos whereby Hall Management have been notified in advance and all mess is appropriately cleared up after the hire.

Waste disposal bags must be provided to clear up any fouling and are to be properly disposed of by the Hirer. No animals are permitted to enter the kitchen.

Animals are permitted in the outside garden area of the Village Hall, provided all droppings and mess is properly cleared away at the end of the hire.

### 10. FIRE SAFETY

The Hall Management strongly urges the Hirer to read through and familiarise themselves with the Fire Safety Policy & Emergency Plan for the Village Hall, a copy of which can be provided by the Bookings Manager.

The Hirer shall ensure that all occupants of the Village Hall abide by the Fire Safety Notices and are familiar with evacuation procedures and locations of fire exits.

All escape routes and fire exits must be kept clear at all times; this includes not being obstructed by tables, chairs, or party decorations.

Gas BBQs are permitted on the hard patio of the garden area only, as far away from the building as possible, and need to be observed at all times. All BBQ waste must be removed from the Village Hall at the end of the hire and disposed of correctly.

No naked flames, fireworks, explosives or highly combustible materials are permitted in or near the Village Hall.

# 11. ACCIDENTS & FIRST AID

A First Aid kit is situated in the entrance lobby and a defibrillator is situated on the external wall outside the main entrance. Entry to the defibrillator is granted with a code provided by the emergency services when 999 is called.

Any accident that occurs during the hire that involves injury to the public, or any other emergency incident, must be recorded and reported to the Bookings Manager.

# 12. EMERGENCIES

The Caretaker can be contacted on 07707 566646 in the event of an emergency.

### 13. KITCHEN & FOOD SAFETY

The Hirer is to provide their own cleaning cloths and tea towels if required.

All food products and other items must be removed from cupboards and the fridge-freezer at the end of each hire.

The Hirer is responsible for food safety and is advised to ensure that any persons preparing food understand correct food safety procedures. Outside caterers are required to be registered as a Food Business and have hygiene certificates in place.

Children under 18 years old must not enter the kitchen unless properly supervised.

# 14. ELECTRICAL ITEMS

All portable electrical appliances brought to and used at the Village Hall must be certified safe and in good working order and used in a safe manner.

### 15. TABLES & CHAIRS

Tables and chairs from inside the main hall may not be used outside, other than on the hardstanding patio area in the garden.

### 16. HEATING & VENTILATION

Heating and ventilation are provided and must be operated properly in accordance with manufacturer's instructions. Heating controls must not be tampered with.

# 17. WI-FI

The Hirer agrees to not cause or allow inappropriate or offensive material to be downloaded or transmitted over the broadband wi-fi system at the Village Hall.

### 18. LICENCES

Hirers must comply with the terms of the Premises Licence and Temporary Planning Conditions granted to the Village Hall including, but not limited to, permitted hours for licensable activities (such as serving alcohol, playing live or recorded music). Any breaches may lead to prosecution by the Local Authority.

Alcohol must not be served to any person under the age of 18 years. The Premises Licence does not cover the sale of alcohol. The Hirer may provide alcohol for guests free of charge, but if the Hirer wishes to sell alcohol, then a Temporary Event Notice (TEN) must be obtained from Colchester City Council and displayed during the hire.

The Hall Management is responsible for providing a Public Performance Licence (PPL) and a Performing Rights Society (PRS) Licence for general purposes.

# 19. SECURITY

Keys remain the property of the Hall Management; they must not be copied or passed on to any other person without the approval of Hall Management.

The Hirer must return any keys to the Caretaker after the last date of hire. Failure to return the keys will result in a charge of £20 per key lost.

When vacating the building, all internal doors must be closed, and all external doors and windows closed and locked where appropriate.

### 20. SMOKING

Smoking in the Village Hall is prohibited by law. All guests are respectfully asked to smoke well away from the entrance routes to the hall. There is a cigarette bin on the wall to the left of the main entrance – do not leave cigarette ends on the ground.

# 21. CAR PARK

The access drive must always be kept clear for emergency and safety reasons. All vehicles are parked at owners' risk.

# 22. USE OF PREMISES

Hire periods include time for setting up before and clearing away after the booking.

The Hirer shall not:

- Sub-let the Village Hall or use it for any purpose other than described in their booking application.
- Use the Village Hall, or allow it to be used, for any unlawful purpose.
- Do, or bring, anything to the Village Hall that may endanger people or the premises or render invalid any insurance policies thereof.
- Allow the use of drugs at the Village Hall.
- Make any alterations or additions to the Village Hall.

### 23. SAFEGUARDING

For all bookings involving children under 18 years old or vulnerable adults, the Hirer is required to have their own safeguarding policy and Hall Management will ask for evidence of this to be provided before the hire is agreed.

The Hirer shall ensure that any activities at the Village Hall for children or vulnerable adults comply with current safeguarding legislation and that the necessary ratio of children to suitable adult supervisors is followed.

# 24. INDEMNITY

The Hirer shall indemnify and keep indemnified each member of the Village Hall Management Committee and the Parish Council's employees and volunteers against:

- The cost of repair of any damage done to any part of the Village Hall including the curtilage thereof or the contents of the premises.
- All actions, claims, losses, damages, and costs in respect of damage or loss of property or injury to persons arising as a result of the use of the Village Hall by the Hirer.
- All actions, claims, losses, damages, and costs suffered or incurred as a result
  of any nuisance caused to a third party as a result of the use of the Village Hall
  by the Hirer.

Evidence of up-to-date public liability insurance with cover of at least £2m must be provided to Hall Management by commercial hirers and organisations.

The Hirer will pay for all damage to the Village Hall or contents as per Condition 2.