



BOOKING AGREEMENT & CONDITIONS OF HIRE

(ONE-OFF HIRES)

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 - 26th March 2024 Minute Ref: V23/33 (g)

Amended - 10th September 2024 Minute Ref: V24/15 (b) and (c)

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").

By proceeding with your booking and making full payment for your hire of the Village Hall, 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 event complies 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. REFUNDABLE DEPOSITS & DAMAGES

In order to secure a date and time of hire, a refundable deposit of £75 is required. The date requested will be held for up to 5 working days prior to deposits being paid.

An additional £125 refundable deposit (£200 total deposit) is required for all hires where alcohol will be consumed or where the hire is for a total period of longer than 6 hours. This additional deposit is due with the hire fee, 6 weeks before the hire.

All refundable deposits will be returned to the Hirer within 14 days of the hire by BACS, less any deductions for breakages or damage (including accidental damage) to the Village Hall or its fixtures, fittings, or contents that occurred during the hire, any loss of items from the Village Hall, or any extra cleaning costs required after the hire, at the discretion of Hall Management.

Should the Caretaker (or another member of staff or a councillor) be called out to visit the hall during a hire, due to a fault of the hirer, the hirer will be charged £37.50 for each visit, which will be deducted from the refundable deposit.

3. PAYMENT TERMS

Hire fees must be paid in full 6 weeks before the date of hire. Bookings will be cancelled and deposits refunded if hire fees are not paid in full by this time.

Hire fees and refundable deposits for any bookings made within 6 weeks of the date of hire are due to be paid immediately in order to secure the booking.

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 to the Hirer.

5. CANCELLATIONS

- If the Hirer cancels the booking more than 6 weeks before the date of hire, then all monies paid will be refunded in full.
- If the Hirer cancels 2 to 6 weeks before the date of hire, all refundable deposits plus 50% of the hire fee will be refunded.
- If the Hirer cancels within 2 weeks of the date of hire, only the refundable deposits will be refunded, and the full hire fee retained by Hall Management.
- If for any reason the booking is cancelled by Hall Management, all monies will be refunded in full.

6. BOUNCY CASTLES, INFLATABLES, BALLS & SMOKE MACHINES

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 and smoke machines 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 is forwarded by the Bookings Manager with confirmation of the booking.

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 fridgefreezer at the end of the 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. 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.

15. 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.

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. Keys are to be collected and returned as agreed with the Caretaker.

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

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 or vulnerable adults, except private parties where the Hirer is a family member, the Hirer is required to have their own safeguarding policy. The Hirer shall ensure that any activities at the Village Hall for children or vulnerable adults comply with current safeguarding legislation.

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.

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