# ENFORD RECREATION GROUND & VILLAGE HALL TRUST Charity No. 305512 CONDITIONS OF HIRE

# PLEASE ENSURE YOU READ THESE CONDITIONS OF HIRE BEFORE SUBMITTING THE ONLINE BOOKING REQUEST

For the purposes of these Conditions, the term "Hirer" shall mean an individual hirer, or, where the hirer is an organisation, the authorised representative.

#### 1. HIRE CHARGES

Please refer to the separate Hire Charge sheets for both Local Residents (Locals) / Regular Users (Regulars) and Non-Resident Rates.

#### **RATING SYSTEM:**

- a. <u>Local Resident Rate</u>: Residents from Enford, West & East Chisenbury, Coombe, Newtown, New Buildings or Compton. Residents may not hire the Hall on behalf of a non-resident. The Booking Officer reserves the right to ask for proof of residence.
- b. Non-Resident Rate: Any Hirer living outside the villages listed under (a) above
- c. <u>Regular Users</u>: Those who book the Hall to provide regular special interest group meetings, classes and clubs. Minimum of 3 sessions to be booked at any one time.
- d. <u>Commercial Hirers</u>: Commercial bookings will be taken at the discretion of the Booking Officer and charged at the Non-Resident rate plus 20%.
- e. <u>Charity Fundraising</u>: Events charged at Local Residents' rates. Registered Charity Number may be required.

# 2. LICENCE REQUIREMENTS

#### 2.1 LICENSED HOURS

Licensed hours are up to 12.30 a.m. at weekends and 11.30 p.m. on weekdays. The Hall must then be closed and secured by 1.00 a.m. at weekends and 12.00 midnight on weekdays. It is a condition of booking that the Bookings Officer is advised of the finish time to ensure no breaches take place.

Noise: The HIRER is responsible for preventing any undue noise. In particular, it is a requirement that music shall be inaudible outside the Hall from 11.00 pm to avoid disturbing neighbours and it may be necessary to close the windows. Consideration must be given to local residents and close neighbours to ensure there is no noise or disturbance after licensed hours. See para 12(d) below.

Alcohol: It is the responsibility of the HIRER to ensure there is no under-age drinking of alcohol on either the premises or within the curtilage of the recreation ground, both of which are subject to the licensed hours. Hirers <u>must</u> adhere to the Licensed Hours.

NB Any breaches or any failure to comply with these licence conditions may result in a report to the Police due to the legal implications.

2.2 PREMISES LICENCE Following the Licensing Act 2003, Village Halls must hold a Premises Licence to cover the provision and serving of alcohol as well as events classified as 'Regulated Entertainment' (including performance of plays, dance, live music, playing of recorded music, discos, showing of films and indoor sporting events).

All events and bookings will be subject to a charge of £21.00 where alcohol is served (whether provided free of charge or whether it is sold and charged for through a cash bar) and / or when Regulated Entertainment takes place (whether live or recorded music is played).

The retail sale of alcohol requires a Designated Premises Supervisor (DPS), or an individual with a valid Personal Licence, to be responsible for supervising the sale of alcoholic drinks. Any events organised by private individuals which include the retail sale of alcohol may require a Temporary Event Notice (TEN) from Wiltshire Council (the Booking Officer can advise you). If it is required the HIRER is responsible for the application and payment for the TEN at least twelve working days prior to the event. A copy of the Notice must be provided prior to collection of the keys.

# 2.3 PERFORMING RIGHTS LICENCE & PUBLIC PERFORMANCE LICENCE

The Hall does not have a Performing Rights Licence or a Public Performance Licence, both administered by the Performing Rights Society for the performance of copyright music. This permits the use of copyright music in any form e.g. record, compact disc, tapes, radio, television or by performers in person. Hirers are therefore responsible for ensuring they obtain the correct licences and/or are responsible for ensuring any supplier they employ such as a band or disco holds the relevant licences.

#### 3. BOOKINGS

All requests for bookings should be submitted online through Hallmaster <a href="www.v2.hallmaster.co.uk">www.v2.hallmaster.co.uk</a> or via the link included on the Enford Newsletter <a href="www.enfordnewsletter.org">www.enfordnewsletter.org</a> home page. Preliminary enquiries can be made by email or telephone but information about the requested event, including date, times, full name and contact details, will be required through the Hallmaster booking form. With the booking request there is a requirement to confirm agreement to the Terms & Conditions of Hire. All current charges are listed in the Hire Charges document.

Bookings cannot be confirmed until an online Booking Request through Hallmaster has been submitted and any deposit received by the Treasurer. <u>Method of Payment</u>: BACS payments: Village Hall Bank details are listed on invoices. Cheques should be made out to "Enford Village Hall" and sent to: Booking Officer, Enford Village Hall, Longstreet, Enford, Wiltshire SN9 6DD.

#### 4. CAMPING

Charges for camping (tents/motorhomes/caravans) are included on the Hire Charges document. Licensed hours apply to the whole of the curtilage of the recreation ground as well as to the premises. The same regulations in paragraph 2.1 above apply to all visitors camping / overnighting in the grounds. Applications for permission to camp should be made through the Booking Officer.

# 5. GENERAL DATA PROTECTION REGULATION (GDPR)

The Village Hall may hold personal data for the purposes of managing the hall, its bookings and finances, running and marketing events at the hall, staff employment and its fundraising activities. Data may be retained for up to 6 years for accounting purposes, and for longer where required by the hall's insurers. If you would like to find out more about how we use your personal data or want to see a copy of information about you that we hold, please contact the Booking Secretary.

#### 6. CCTV

Please be aware that there is a 24 hour professionally installed CCTV security system on site for insurance and to provide protection for the building, grounds and users of the hall. The recording data is held for 14 days before automatic erasure. If you wish access to a recent recording following an event, or have any queries, please contact the Booking Secretary.

#### 7. DEPOSITS / INSURANCE

The HIRER will be required to pay a deposit of £50 (local residents) or £100 (non-residents) at the time of booking any function. Following inspection by the Booking Officer at the end of the Hire Period, the deposit will be returned to the HIRER on condition that the Hall is in a clean and tidy condition with no breakages. Should the Hall require additional cleaning or replacement of broken/damaged items, an appropriate deduction will be made from the deposit. NB Damage to car park lights or grassed/seeded areas will also be charged following an assessment of cost of damage or breakage.

Copies of valid Public Liability and other relevant Insurance cover must be provided to the Booking Officer in advance for all outside events and all suppliers of services and / or equipment.

No money/cheques/cash should be left unattended at any time nor should money/cheques/cash be left overnight in the building. There is a No Smoking policy in place.

#### 8. PAYMENT

Local Residents, Charities, Non-Residents and Commercial bookings: A deposit should be paid at the time of booking and payment for the full Hire Charge must be received at least 14 days before the event or the event may be subject to cancellation.

Regular Users, Classes and Clubs: Users will be invoiced monthly in advance and payment must be received no later than 7 days from the date of invoice.

#### 9. CANCELLATIONS

Cancellations made less than eight weeks before any booking will be charged 50% of the hire charge. Cancellations made less than two weeks before any booking will be charged 100% of the hire charge. Weekend Bookings: Cancellations made less than four weeks before a Function booking for a Friday, Saturday or Sunday will be charged at the FULL cost of the booking. Should any significant National event (such as a pandemic) affect the unavoidable closure of the Hall, deposits will be returned or carried forward to an agreed alternative date. Any variation to these rules, and return of deposits, will be at the discretion of the Management Committee.

#### 10. REFUSAL OF BOOKINGS

The MANAGEMENT COMMITTEE reserves the right to refuse a booking. The Hall is not available for Hire to anyone under the age of 21 years nor is it available for parties booked by any adult on behalf of an under 21 year old individual or group due to the increased risks listed in paragraph 2.1 above.

#### 11. SOCIAL MEDIA

It is a requirement that private event bookings should not be actively advertised through Facebook or other social media platforms to stop any unauthorised access to the premises.

#### 12. SUPERVISION & RESPONSIBILITY

a) The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises, the fabric and the contents; their care, safety from damage however slight or change of any sort; and the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway and to allow clear access to the site by Emergency Vehicles. As directed by the Booking Officer, the Hirer shall make good or pay for all damage (including accidental damage) to the car park, premises or to the fixtures, fittings and for loss of contents. The Hirer must liaise to ensure all activities and use of the building and property are cleared through the Booking Officer and the Committee.

# b) FIRE AUTHORITY RULES REGARDING MAXIMUM NUMBER OF PERSONS ATTENDING ANY FUNCTION:

#### Main Hall only:

- Function with dancing 100
- Function with tables and chairs 100
- Function with tables, chairs and dancing 100
- Standing audience 220
- Seated audience 100

# Main Hall & Meeting Room:

- Function with dancing / tables and chairs 120
- Standing audience 250
- Seated audience 120
- c) Use of Premises: The HIRER will, during the period of the hiring, ensure that the premises will only be used for the purpose described in the online Booking Form and will not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof.
- d) Noise: The HIRER is responsible for preventing any undue noise. In particular, it is a requirement that music shall be INAUDIBLE outside the Hall from 11.00 pm to avoid disturbing neighbours. Depending on where a band or disco is performing it may be necessary to close windows and doors, and lower volumes of sound whether in the Hall or in a marquee.
- e) Gaming, Betting and Lotteries: The HIRER shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries. The relevant licence must be obtained from Wiltshire Council by the Hirer for any gaming or betting activities.
- f) The HIRER is responsible for ensuring that all conditions relating to the Licensed hours are met and for ensuring that timings are strictly adhered to.

#### 13. ACCESS

Unless advised otherwise, keys should be collected from and returned to the Booking Officer. Prior to receiving the keys Hirers will be shown where all equipment is stored and how security is operated.

Parking: There are 30 parking spaces, plus 2 designated spaces for Blue Badge Holders. If you require further parking, please contact the Booking Officer. Please do not park on the playing fields without permission as it may not be possible in very wet weather.

# 14. PUBLIC SAFETY COMPLIANCE

The HIRER shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, Licensing Authority and otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided, or any event which is attended by children where safeguarding guidelines and regulations must be adhered to.

The Hirer to be advised:

- > Action to be taken in the event of a fire. This includes calling the Fire Brigade and evacuating the Hall to designated Assembly Point Postcode SN9 6DD
- > Location and use of fire equipment, also documented and displayed on noticeboard
- > Escape routes and the need to keep them clear
- > Method of operation of escape door fastenings

At the beginning of the event hire period the Hirer shall check that:

- > All fire exits are unlocked and in good working order
- > All escape routes are free of obstruction and can be safely used
- > No fire doors are wedged open
- > Exit signs are illuminated where applicable
- > There are no fire hazards on the premises

# 15. ELECTRICAL APPLIANCE SAFETY

The HIRER shall ensure that electrical appliances brought to the premises are used in a responsible manner and have been PAT tested (Portable Appliance Testing) to confirm safety. All electrical appliances brought on to the premises by other suppliers such as bands, discos, and caterers must also be PAT tested with appropriate valid certification which should be produced if requested.

# 16. EXPLOSIVES AND FLAMMABLE SUBSTANCES

The Hirer shall ensure that:

- a) Highly flammable substances are not brought into, or used in any part of the premises
- b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Management Committee
- c) No decorations are to be put up near light fittings or heaters
- d) Candles and T-Lights may be used in table decorations. However they must be checked as being safe and securely fixed. They should not be placed near any flammable materials. All candles must be extinguished before dancing takes place
- e) No gas cylinders are to be brought into, or used in, any part of the premises
- f) All open fires (bonfires/hog roasts/BBQs) to be minimum 50 metres from the building and only in the designated area for such activities
- g) Firework Displays: full PLI and Operator's Licence required. Operator to only set up in the designated area and display to be aimed away from the grounds and hall and to adhere to requirements specified by the Village Hall's insurance company.
- h) Bonfire Events: Any damage to the recreation ground as a direct result of a bonfire must be cleared straight after the event and the area repaired within four weeks.

## 17. DECORATIONS

There is a picture rail just below ceiling level around the walls of the Main Hall and Meeting Room to which Hirers may stick/pin/hang pictures or decorations. We regret that no blu-tac, sellotape, staples, or drawing pins may be used on the walls or ceilings. All decorations and fixings must be removed at the end of the Hire Period and any damage rectified.

18. PIANO If you would like to make use of the piano, please arrange with the Booking Officer.

#### 19. EQUIPMENT

Any articles or additional equipment brought into the Hall for social events must be removed at the end of the Hire Period, unless previously agreed with the Booking Officer. The Management Committee will not accept responsibility for money or equipment left on the premises. No Hall property should be removed from the premises without permission.

# 20. FACILITIES FOR PERSONS WITH A DISABILITY

In addition to the designated parking spaces, Enford Village Hall provides ramp access with handrails to the Main Entrance. There are no steps at any of the exits/entrances to/from the Hall. All doors are wide enough for wheelchair access. There is a designated WC, Wash Hand Basin and Shower located in the Changing Room area for persons with a disability. A Hearing Induction Loop has been installed for hearing aid users. We would ask Hirers to advise the Booking Officer if there is anything we can do to make use of our Hall easier for anyone who is less abled.

The Hirer is responsible for ensuring that persons who are less able, or who has a disability or impairment, are made aware of the evacuation procedure in the event of an emergency.

#### 21. NOTICE BOARD

Village organisations/regular user groups are welcome to place notices of forthcoming Village Hall events on the Notice Board in the Main Entrance. Please remove when the event is over. The MANAGEMENT COMMITTEE reserve the right to remove notices. Nothing should be fixed to walls or doors without permission. Please do not cover any MANAGEMENT COMMITTEE notices as it is a legal requirement for these to be displayed.

#### 22. INDEMNITY

The Village Hall holds Public Liability insurance which provides cover up to £2 million for non-commercial hirings of the Hall and Recreation Ground, with the following exclusions:

- a) All physical activities such as contact sports/recreational classes/clubs within the Hall
- b) All activities such as contact sports/bouncy castles inside the Village Hall building or outside anywhere on the Recreation Ground
- c) All Commercial / Business activities carried out within the Hall and outside the Hall anywhere on the Recreation Ground
- d) Firework displays and bonfires.
- e) Caravan and camping activities including camp fires and BBQs.

In any of the circumstances in a), b), c), d) and e) above, the Hirer MUST make his/her own Public Liability Insurance arrangements. Please note that Commercial and Business activities also include bands, discos, hog roasts, caterers and organisers of user groups who must have their own insurance and licences in place. It is the responsibility of the Hirer to check that relevant current and valid insurance cover is in place and copies given to the Booking Officer in advance of any event.

The HIRER is liable, and shall be responsible, for the cost of repair of any damage done to any part of the property including the curtilage thereof or the contents of the building which may occur during their period of hire as a result of their activities.

# 23. INSURANCE COVER

It is a requirement that all commercial and fund raising Hirers should hold their own licences and insurance cover including public liability to cover activities for which they are responsible in the hall and on the recreation ground. Insurance cover is required as shown under paragraph 22 above. Please check with the Booking Officer whether additional insurance is required for your hiring or activity. Copies must be provided in advance of the event.

## 24. POLICY ON CHILD PROTECTION

The Management Committee is fully committed to Child Protection. All User Groups who work with children, young people and vulnerable adults must have undergone the relevant DBS (Disclosure and Barring Service) checks. Individual hirers should be aware of their responsibilities for a duty of care for children and young people attending events in the hall.

# 25. ACCIDENTS AND DANGEROUS OCCURENCES

A Risk Assessment has been undertaken in an attempt to prevent avoidable accidents. All Accidents must, by law, be written in the ACCIDENT BOOK, located in the Kitchen.

The HIRER must report any accidents involving injury to the public to the Booking Officer as soon as possible in order that the MANAGEMENT COMMITTEE can take steps to avoid similar future incidents. Any failure of equipment must be written in the MAINTENANCE BOOK, located in the Kitchen, and/or be reported to the Booking Officer as soon as is reasonably possible.

#### 26. BREAKAGES

Any breakages or damage must be reported to the Booking Officer. Replacement costs and or repair charges will be the responsibility of the HIRER. All Breakages or Damage to Hall property/equipment must be written in the BREAKAGES/DAMAGE BOOK in the Kitchen and the Booking Officer informed when handing back the keys.

#### 27. ELECTRICITY, HEATING AND HOT WATER

Heating and hot water is controlled by the Ground Source Heat Pump. Ambient room temperatures are kept approximately 17-18 degrees centigrade with underfloor heating, and hot water is available at all times. Please do not adjust thermostat controls which are kept locked for safety reasons.

There is an independent electrical supply which is metered and charged for all outside events including marquee weddings. It is installed and provided to ensure the main hall's electricity supply is not compromised in the event of problems elsewhere, and to ensure safety on the site.

#### 28. ANIMALS

The HIRER shall ensure that no birds or animals, except guide dogs, are brought into the Hall, other than for a special event agreed by the MANAGEMENT COMMITTEE. No animals are allowed in the Kitchen AT ANY TIME. If any animal fouls the Recreation Ground, the owner is responsible for removing and appropriate disposal.

# 29. COMPLIANCE WITH THE CHILDRENS' ACT 1989

In order to comply with all legislation covering safety of children and young people, the HIRER shall ensure that only fit and proper persons who have passed the appropriate checks by Disclosure Barring Service (DBS) will have access to children or be involved with children's activities on the premises. Checks may also apply to vulnerable adults also taking part in activities. NB Criminal Records Bureau (CRB) merged with the Independent Safeguarding Authority (ISA) to become the Disclosure and Barring Service (DBS) in December 2012.

## 30. LEAVING THE HALL

The HIRER shall be responsible for leaving the premises and surrounding area in a clean and tidy condition ready for the next user. Ensure all doors and windows are firmly closed and locked. Lights in WCs and changing rooms are on motion sensors but <u>all</u> others must be turned off.

KITCHEN: Empty the dishwasher according to instructions provided. Put away all items in designated cupboards and shelves. Remove all food and wipe fridge and freezer clean. Switch off fridge and freezer at the mains (on the wall to the left of the hatch opening into the Hall) LEAVE FRIDGE AND FREEZER DOORS OPEN. Ensure water taps are turned off and all appliances switched off. All work surfaces to be cleaned and the floor swept. Record any breakages or damage in the Breakages Book.

RUBBISH: Any rubbish should be removed from the premises by the Hirer after their event. Please take it home with you. All glass, tins and other recyclable items must be removed from the premises by the Hirer for disposal elsewhere. No rubbish should be left in the Hall or outside in the grounds.

HALL: All tables and chairs stacked and returned to the Store in accordance with the storage plan, floor swept and any spillages cleaned up. Check the French windows are locked.

CHANGING ROOMS and TOILETS: Please leave these as clean and tidy as possible.

<u>LEAVING FROM THE MAIN HALL</u>: Exit the building from the main Front Entrance. Ensure the building is empty and close the Security Shutters by pressing the remote control button on the wall above eyelevel to the left of the main entrance door). Turn off outside car park lights with switches by main entrance. Leave the building, lock the Front Door and manually close the Front Door shutter.

<u>LEAVING FROM THE CHANGING ROOMS:</u> Exit the building from the Changing Rooms' side entrance. Before locking the outside door, ensure the building is empty, close the Security Shutters by pressing the remote control button located on the left of the Exit door. Pull the door shut and lock firmly. Please make a visual check that all shutters are down.