

## HOUGHTON VILLAGE HALL (HVH)– TERMS AND CONDITIONS OF HIRE

Consult the Bookings Secretary if there is in any doubt as to the meaning of terms marked (\*\*) or any other aspects of the following, at [bookings@houghtonvillagehall.org.uk](mailto:bookings@houghtonvillagehall.org.uk)

### 1) **Definitions of terms used in this document:**

- a) Houghton Village Hall (HVH) refers to the Registered Charitable Trust of that name and its board of Trustees.
- b) Harborough District Council (HDC) is the licensing body for activities at HVH.
- c) "The Premises" refers to all Houghton Village Hall buildings and all parts of the grounds (the curtilage) which are the subject of the Hire Agreement.
- d) "Security Deposit" refers to money, aside from the payment of any hire fees, that HVH requires a hirer to pay to be kept separately by HVH in a fund for use should the hirer or his/her guests or employees cause damage to the premises or otherwise violate terms of the lease.
- e) "Regular Hirers", those booking at least 8 events in the previous calendar year, who have entered into a "Regular Hirers" contract, will normally not pay a security deposit and will be invoiced in arrears, usually monthly, for their use of the premises.

### 2) **In advance of the hire date the Hirer shall:**

- a) pay to HVH the fees set out on the hire agreement by the means and dates specified thereon
- b) plan the event to not exceed the maximum number of people: Main Hall: Seated at tables – 90; Clear Dance Floor, no tables – 120; Closely seated e.g. theatre style –140. Club Room: 20 boardroom style, 30 closely seated
- c) insure The Hirer and members of The Hirer's organisation and invitees against all claims arising as a result of the hire and on demand shall produce the policy or other evidence of cover to the Bookings Secretary. (HVH is insured against claims arising out of its own negligence)
- d) indemnify HVH for the cost of any repair of any damage done to any part of The Premises, including the curtilage thereof, and any replacement, or any loss or damage to the furniture, equipment and fittings
- e) familiarise himself/herself with all legislation which is pertinent to his/her intended use including ensuring that any activities for vulnerable adults and young children, particularly under eight years of age, are run by fit and proper persons who have passed the appropriate checks
- f) observe the requirements and responsibilities as laid down in the licence for public dancing or music, posted on the notice board in the lobby.
- g) indemnify HVH against any claims or proceedings in respect of copyright fees or damages arising out of their use of The Premises
- h) notify the Bookings Secretary of any event(s) for which Performing Rights Society (performance of live and/or recorded music or drama) and Phonographic Performance

Ltd (performance of recorded music) permission(s) are required as additional fees may be payable\*\*

- i) be responsible for obtaining a Temporary Event Notice (TEN) from Harborough District Council as may be needed for the sale or supply of alcohol. Permission from the Bookings Secretary must be obtained before any application for a TEN is submitted
- j) not sublet or use The Premises for any unlawful purpose, or in any unlawful way, nor do anything, or bring onto The Premises anything, which will endanger the same or any insurance policies in respect thereof.\*\*
- k) ensure that nothing is done on or in relation to The Premises in contravention of the law relating to gaming, betting or lotteries and that no performances involving danger to the public shall be given. No exhibition, demonstration or performance of hypnotism shall be given to any person
- l) ensure that for Public Entertainment the Premises shall not be opened before 9 a.m. and shall be closed not later than 11.30 pm every night or such other time as the Harborough District Council and HVH approves in writing.
- m) note that The Premises shall not open for any purpose on Sundays after 6pm and at all on Christmas Day and Good Friday
- n) seek permission from the Bookings Secretary for the erection of any marquee, bouncy castle, or fete stall on the Village Hall grounds for which an additional fee may be due. All music or dancing in said marquee must finish by 10.30 pm. Special conditions attach to the erection and removal of temporary structures on the Village Hall field. The Bookings Secretary will, on request, provide you with a copy
- o) note that smoking is not permitted in any of the hall buildings. Should anyone smoke in any building, the liability will rest with the hirer and not HVH and the Hirer accepts this
- p) make no alterations or additions to any part of The Premises without the prior approval of the Bookings Secretary
- q) accept that the hiring agreement constitutes permission only to use The Premises and confers no tenancy or other right of occupation on the Hirer.
- r) A Security Deposit of at least £50 (at the discretion of HVH), is payable one month before the day of the hire, by such means as agreed by HVH which HVH shall, at its discretion, retain (or retain a part) to make good any damage, undertake additional cleaning caused by the hire, meet any supplementary hire charges due to over-running the agreed times, or additional work caused by not leaving the hall in accordance with the above. This does not affect HVH's statutory rights in respect of damage costs in excess of the amount deposited.

### 3) **Cancellations and changes. If the Hirer wishes to:-**

- a) cancel or curtail the booking before the date of the event, the question of payment or the refund of any the hire fee shall be at the discretion of HVH
- b) extend, or reduce, the agreed hire times HVH will consider such requests provided at least 48 hours' notice of such request is given. There is no automatic right to extend or reduce a hire time. An administration fee equivalent to one

hour's hire cost will be due to effect any and each change, plus any additional hire fees. HVH reserves the right to deduct these from the Security Deposit if not paid in advance of the event

**4) During the period of hire The Hirer will be continuously in attendance and be responsible for:**

- a) ensuring the hirer, or the hirer's representative, arrives within 20 minutes of the agreed start time, otherwise the hall may be locked and no refund of hire fees will be due
- b) reading and ensuring compliance with the conditions set out on the notice board in the entrance to the hall
- c) proper supervision of car parking arrangements, so as to avoid obstruction of the highway. Traffic cones are available and at the date of these conditions should be placed on the edge of the pavement opposite The Premises
- d) ensuring that all approaches to, and ways from, exit doors, are free from obstruction
- e) observing all relevant food health and hygiene legislation and regulations when preparing, serving or selling food,
- f) supervision and care of The Premises, the fabric and contents, to avoid damage, however slight
- g) the behaviour of all persons using The Premises, in any capacity
- h) limiting the numbers attending as set out in 2(b) and ensuring 2 supervising persons over the age of 18 are always present when The Premises are being used for public entertainment
- i) ensuring that noise is controlled so as not to disturb local residents before, during and after the event
- j) ensuring highly flammable substances, portable gas appliances and naked lights, particularly candles, are not used at any time unless prior permission has been granted by HVH
- k) ensuring no animals except guide dogs are brought into the hall buildings other than for a special event agreed to by HVH. No animals whatsoever are to enter the kitchen at any time
- l) ensuring all accidents involving injury to the public are notified to the Bookings Secretary without delay and are recorded in the accident report book, which is located in the kitchen cupboard adjacent to the fridges. The Bookings Secretary will be responsible for reporting certain types of accident or injury in accordance with legislation
- m) ensuring Fire Exits are kept closed, unlocked and panic bolts ("crash bars") are in good working order.
- n) ensuring the Fire Service is called to any outbreak of fire and details thereof given to the Bookings Secretary
- o) complying with all conditions and regulations made in respect of any parts of The Premises by the Fire Authority, Local Authority, or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays. (Full particulars are on the notice board in the entrance)
- p) ensuring that any electrical appliances brought by him/her onto The Premises and used there shall be safe and in good working order and used in a safe manner.

**5) Use of the Club Room Hirers of the Club Room may:**

- a) generally be permitted to use the main toilets by access around the outside of the building and entry through the front doors. Due consideration must be given to any simultaneous users of the Main Hall and where young people are attending the Main Hall special arrangements with the hirer may be needed.
- b) by prior arrangement with HVH, have use of the main kitchen by access around the outside of the building and entry through the kitchen door. Due consideration must be given to any simultaneous users of the Main Hall.

**6) At the end of the hire The Hirer will be responsible for:**

- a) removing items brought on to The Premises and taking off-site on the day ALL rubbish resulting from the hire
- b) replacing all chairs, tables and contents temporarily removed from their designated positions leaving The Premises and surrounds in a clean and tidy condition, properly locked and secured
- c) turning off lights and water heater, dishwasher and turning down thermostats (where appropriate)
- d) ensuring that the whole of The Premises are vacated by the agreed time, and in any event by 23.30 (11.30pm); or 18.00 (6 pm) on a Sunday
- e) any articles and clothing placed in the cloakrooms, toilets and other rooms and shall indemnify HVH against any claims arising from any loss or damage to such articles and clothing during and following the period of hire. HVH cannot accept responsibility at any times for articles and clothing left in the buildings or curtilage.

**7) The Village Hall Trustees and Management Committee (HVH)**

- a) reserves the right to refuse any application for hire for any reason it may consider sufficient
- b) reserves the right of free admission for one or two members of the committee to any function, for any period
- c) shall not be liable to the hirer for any resulting loss or damage in the event of The Premises, or any part thereof, being rendered unfit for the use for which it has been hired
- d) reserves the right to cancel a hiring, if necessary at short notice, in the event of any part of The Premises being required for use as a polling station for any official election or referendum, in which case the hirer shall be entitled to a refund of any monies already paid, but with no compensation for consequential losses.