

Terms & Conditions of Hire (ANNEX TO HALL 'HIRING AGREEMENT')

Registered Charity Number: 271701 Entertainment Licence Number: LPP/000399

Hirers, having returned their signed Hiring Agreement, are deemed to have a) entered into a contract and in so doing have agreed to abide by these Terms & Conditions and b) to have read and agreed to comply with Cheddon Fitzpaine Memorial Hall's Data Protection Policy published on the Hall's website and available from the Hall Manager in hard-copy form on request.

Where the term 'Trustees' is used within these Terms & Conditions it means the Hall Trustees or their Authorized Representatives.

Cheddon Fitzpaine Memorial Hall Website – www.cheddonfitzpainevillagehall.co.uk

PLEASE BE AWARE THAT THE ENTIRE BUILDING IS A NON-SMOKING AREA.

Bookings

- The hall may be booked for recurring or single lettings. Hall hire is charged by the hour or session, see website for guide prices. The specified rates cover the use of the whole hall, main hall, kitchen, and lavatories, or Committee Room, kitchen and lavatories.
- The Hirer must be 18 years of age or over. Where a promoting organisation is named above the hirer on the Agreement, the organisation shall also be considered the Hirer and shall be jointly and severally liable hereon with the person who signs the form.
- Regular bookings with Fees/Commercial Hirers: Please supply a copy of your relevant Public Liability Insurance Certificate to validate your booking(s).
- Where the Hirer is not going to be present, or will not be the responsible person during the hiring, for example the Bride or Groom, or organisation secretary, then the Hirer is to ensure the responsible person is identified to the Trustees, they have read and understood the applicable annexes, and will be available to accept the hall at the start of the hiring.
- The Trustees shall not be responsible for:
 - Damage or loss of any property arising from the hiring;
 - Any damage or injury which may be incurred by, or be done, or happen to any person or persons resorting to the Hall during the hiring arising from any cause whatsoever;
 - Any loss due to any breakdown of machinery, failure or supply of electricity, leakage of water, fire, government restriction or act of God which may cause the Hall to be temporarily closed or the hiring to be interrupted or cancelled.
- An agreement for hiring the Hall will be sent to the hirer, together with a copy of this Annex and of the Hall's Safeguarding Policy, for signature and return to the Trustees.
- A hiring will only be considered secured when the signed agreement has been received and the full fee, or the agreed deposit, has been paid.
- The Trustees may refuse any application for the hire of the Hall without stating a reason.
- No bookings will be accepted for the sale of carpets or furniture or real property by auction or otherwise without the consent of the Trustees.

- No responsibility whatsoever can be taken for any 'personal' items left on the premises or any damage caused by them to the premises or any misuse of them by others.
- When applicable, specific Terms and Conditions, i.e. Covid-19, relating to a particular hiring will be included on a separate annex to the agreement and will available through our website.
- No charge is made for cleaning, provided that all facilities are left clean, tidy and in good repair, including the lavatories and any kitchen or bar appliances used. Any charges incurred due to breakages, poor cleaning, failure to replace furniture, etc. will be passed on to the Hirer or deducted from the deposit.
- No apparatus or equipment of any description can be left on the premises without the prior consent of the Trustees.

Deposits & Charges

- Under certain circumstances the Hirer may be required to pay a deposit, and this will be identified on the agreement. The deposit for weddings is £100.
- The deposit will be refunded after the hiring, subject to a satisfactory inspection and return of the keys (As applicable).
- The deposit must be paid at the time of booking.
- Regular Hirers will be invoiced monthly in arrears and payment terms are strictly 14 days from the date of invoice.

Cancellation

- Hirers may cancel bookings by giving at least 28 days notice.
- If a Hirer cancels a booking with at least 28 days notice being given, the fees will be returned, minus a handling fee of 10% or £100 for a Wedding Reception.
- Cancellations made with less than 14 days notice are liable to a payment of the whole fee.
- In certain circumstances, e.g. during pandemics, the Trustees or their representative may agree to the same refund if more than 28 days' notice is given.
- Should regular Hirers need to cancel bookings they are to contact the Trustees for their agreement. They will not be charged for these bookings unless it is considered they have not provided an acceptable reason or notice.
- The Trustees reserve the right to cancel any booking by giving notice in writing and returning the hiring charge and deposit, should the purpose of hiring the Hall be in any way improper or unauthorised, or should the building be required as a Polling Station, or in a case of force majeure. The Trustees shall not be liable to pay to the Hirer any money/loss incurred by the cancellation.

General Hiring Conditions

- Responsibility for the premises and any keys rest with the Hirer during the period of access to the Hall. The hire period includes set-up and clear-up times.
- The hire of the Hall does not entitle the Hirer to use or enter the premises at any time other than the specific hours for which the Hall is hired, and shall be vacated promptly at the end of the hire.
- When the hire includes an overnight period, the Hall must be vacated and locked by half-past midnight (00:30) unless otherwise agreed by the Trustees. This is also applicable to weekend hires for Weddings.

- At no time is the Hall to be left unlocked and unattended during the period of hire.
- The Hirer shall not sublet the Hall or any part thereof.
- All advertising of a hiring is subject to the approval of the Trustees and includes posters, newspaper inserts, magazine inserts, tickets, radio and television announcements etc.
- No flags, emblems or other decorations shall be displayed outside any part of the Hall without the previous consent of the Trustees.
- The Hirer shall remove any flag, emblem or other decoration displayed inside the Hall if, in the opinion of the Trustees, it is considered unseemly or exposes the Hall to an undue risk of fire, or in their opinion is likely to lead to disturbance or a breach of the peace.
- The right of entry to the Hall is reserved to the Trustees and Emergency Services at any time during the hiring.
- Heating is provided by an oil fired boiler. Heating for an hiring should be arranged with the Trustees. The controls should not be touched by anyone except a Trustee.
- The Hirer is responsible for all damage to the Hall and property in the hall and grounds occurring during the period of the hiring or while persons are entering or leaving the Hall pursuant to the hire however and by whomsoever caused. Any deposit paid may be used towards repairs of any damage caused.
- The Hirer shall indemnify the Trustees against any claim which may arise out of the hiring or which may be made by any person resorting to the Hall during the hiring in respect of any loss, damage or injury.
- The Hirer shall be responsible for keeping good order in the hall during the hiring and the Trustees may, if they think fit, charge the Hirer for any extra expense they may incur for engaging police constables to preserve order prior to, during, or after any hiring.
- The Trustees reserve the right to put a stop to any hiring not properly conducted.
- No fixtures/fitments of any kind shall be driven into any part of the Hall nor shall any placard or other articles be fixed hereto. The Hirer may attach decorations in the Hall to the provided hooks. Blue tack, sticky tape and adhesives are not permitted.
- Property of the Hirer and the Hirer's agent must be removed from the Hall within 30 minutes of the expiration of the hiring or fees will be charged for each hour or part thereof until the same is removed. The Trustees will accept no responsibility for any property left on the premise after the hiring.
- In the case of bazaars, jumble sales and any other occasion when property is brought into the premises for sale, all property remaining unsold at the termination of the hiring will be considered the property of the Hirer for the purpose of the condition.

Opening

- A representative of the Trustees will meet all Hirers at the Hall at a mutually agreed time.
- Regulars will be issued with keys and alarm codes, on completion of the applicable Key Holder Agreement.

Music & Entertainment

- The Hall holds the appropriate licences for Public Entertainment. Music must cease by 11:00 pm on weekdays and 11.30 on Saturdays, and all music must kept to a suitable level to avoid disturbance of neighbours. For commercial hires/regular bookings with fees, Hirers should ensure

that they have proper insurance for any equipment used in the Hall, to include any damage caused by them to the Hall and its users.

- The Hall's Licence does not cover performances of Ballet, Opera, Choral Works etc. The Hirer is responsible for obtaining the requisite Performing Rights Society Licence and this must be made available to the Trustees prior to the Hiring.
- The Hall does not have a television licence. If anyone watches, records or downloads television programmes (including BBC programmes on iPlayer) from any device that is plugged into, or being charged from, a socket in the premises ("unlicensed viewing"), we are at risk of incurring a fine. You agree to ensure all persons attending your event are made aware of this and do not use their devices for unlicensed viewing. If we incur a fine as a result of any unlicensed viewing by you or anyone attending your event, you agree to reimburse the cost of the fine incurred by us.
- Responsibility for the use and safety of electrical equipment brought on to the premises by the Hirer rests entirely with the Hirer. Any such electrical equipment must have passed the necessary PAT test and certificates must be produced upon request.
- Bouncy Castles and other inflatable devices. These may be used within the main hall or outside grounds with approval of the Trustees.
- Public Liability insurance cover must exist for electrical equipment, bouncy castles, and other inflatable devices. Copies of certificates are required before a booking can be confirmed. Without adequate insurance cover such equipment must not be used. Hirers may be asked to remove such equipment from the premises.
- Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Performances involving danger to the public or of a sexually explicit nature shall not be given.
- The Current Capacity of the Main Hall is as follows:
 - Closely seated 200
 - Seated at Tables 120
 - Dancing – no tables 200
 - Seated at tables with dancing 120

Health & Safety

- It is the responsibility of the individual Hirers to ensure that they are aware of the Health & Safety at Work Act 1974 and to take reasonable precautions to ensure that their activities are carried out in a responsible way.
- Cleaning materials for use in the hall are provided in the box in the kitchen. These shall be used as directed on the sheet provided with the materials.
- A first aid kit is mounted on the wall in the kitchen.
- Any accidents must be reported to the Trustees and an Accident Report Form completed. Accident Report Forms are kept in the folder next to the first aid kit in the kitchen.

Fire Precautions

- Hirers must make themselves familiar with the location of the fire extinguishers and the instructions for use, 'break-glass' fire alarms, emergency exits and of the importance of fire doors. Hirers will be responsible for informing all those using the Hall of the position of the emergency exits. Hirers must also familiarise themselves with the instructions on what to do in case of fire. Instructions are displayed on the notice boards in the Hall.

- Naked flames, including candles, are not permitted in the hall, unless discussed with, and agreed by the Trustees prior to the hiring.
- Fireworks, party poppers and gas appliances are not allowed, either for internal or external use without the prior agreement from the Trustees. Public Liability insurance cover must exist for this activity. Copies of certificates are required before a booking can be confirmed. Without adequate insurance cover such equipment must not be used. Hirers may be asked to remove such equipment from the premises.
- No exits shall be blocked, chairs or other obstructions placed in corridors or fire appliances removed or tampered with.
- No additional lights or extensions from the existing electric light fittings shall be used without the previous consent of the Trustees.

Access for all

There is access into the building for wheelchair users and a designated lavatory inside. Assistance dogs are welcome in the Village Hall.

Car Parking

- Visitors to the hall should note that the drive is owned by Hestercombe and cars should be parked in the designated main car park or the far side of the drive and should not cause an obstruction, specifically ensuring that emergency services have access at all times.
- This is a private car park. The Trustees do not accept any liability for the loss or damage to any vehicles or their contents and other articles temporarily left in this building or on land under the control of the Trustees by any person, whether a bona fide user thereof or not, except insofar as a liability under any Act or at common law may be proved against the Trustees.
- Weekend hirings may also use the Cheddon Primary School car park .
- Please refrain from driving or parking on the grass.

Alcohol Licence

- Licensed bars may be arranged by the Hirer in accordance with the Licensing Regulations. It is the Hirer's responsibility to ensure that they have complied with the legislation.
- The Hall has a Premises (Entertainment) Licence as required under The Licensing Act 2003. A Hirer who wishes to sell alcohol at an event must complete and submit a Temporary Event Notice (TEN) to the Somerset West & Taunton Council (SWT) in accordance with government regulations (<https://www.gov.uk/temporary-events-notice>). This must be cleared in advance with the Trustees. Under the legislation, alcohol may be given away, but if it is sold in any form, i.e. by raffle ticket, donation or included in the price of a ticket, then a Licence or TEN must be held. It is the recommendation of the Trustees that if alcohol is to be sold, it is done in the normal way (i.e. priced by glass/bottle, etc). Licence Holders will be required to produce a certificate at the time of booking and certificates MUST be available at the time of the hiring.
- It is an offence to sell/serve alcohol to persons under 18 years of age. Young persons (16 – 17 years old) may consume wine, beer or cider at a table meal when accompanied by an adult at the meal.
- If for any reason alcohol is being sold without a Licence, or permission to sell alcohol has not been given when the booking was made, or there are signs of alcohol-related behaviour, any Trustee can close the hiring immediately.

- The Trustees and Hirer can be held legally responsible for criminal offences carried out at the Hall and as a result the Hall may lose its licence. UNDER NO CIRCUMSTANCES WILL THE TRUSTEES TOLERATE ANY BREACH OF THE ABOVE LEGISLATION.
- No licence is needed for free alcohol.
- No hiring may be advertised stating the availability of alcoholic drinks (whether free or not) without the prior permission of the Trustees.

Food Safety

Under the Food Safety Act 1990, it is the responsibility of persons providing food for any hiring held in the Hall to ensure that they are aware of and abide by the legal requirements. The Trustees are not responsible for any food brought into the Hall.

Supervision

- Hirers are held responsible for adequate supervision of the premises and for use of the grounds by their own party during the period of hire and must ensure that fire exits and access to them are kept clear at all times.
- Child Protection It is the responsibility of the Hirer (under the Children Act 2004) to ensure the safety of all children at all times during any hiring. There is also a responsibility to safeguard vulnerable adults. The Trustees have a Policy for Safeguarding, and a copy of this will be supplied with these Terms and is available on the Hall Website.
- Hirers are responsible for the observance of the law regarding child protection, in particular that adults having continuing and close contact with children or vulnerable adults should have undergone a DBS (Disclosure & Barring Service) check.
- Any incidents should be reported to the Child Protection Officer (see Safeguarding policy document for contact details).

Checklist for Hirers of Cheddon Fitzpaine Memorial Hall

In order that the Hall can be kept in good condition for all, would hirers please do the following at the end of each hire:

- Ensure that the Hall floors are left in good condition (ready for the next user). Sweep the floor to remove any crumbs etc. (Cleaning equipment will be found in the store cupboard).
- Make sure tables and chairs are cleaned, using materials supplied, and returned to where you found them.
- Check that all taps in the kitchen are turned off, make sure the lavatories are clean, that the refrigerator(s) are empty and clean, and any cutlery, crockery or glasses etc. that you have used are washed, dried and put away.
- Ensure empty bottles, cans, wastepaper, food debris and any other rubbish is cleared from the Hall, including from the lavatories. Should rubbish be left in the Hall, a charge of £30 will be made for its disposal.
- Wipe down surfaces in the kitchen and lavatories, using cleaning materials supplied.
- When you leave and no one is using the other parts of the hall, and a Trustee is not available to accept the hall from you:
 - Check that all fire doors and kitchen and bar hatches are closed.
 - Switch off all the lights.
 - Close all curtains.

Cheddon Fitzpaine Memorial Hall Hiring Agreement Annex: Terms & Conditions of Hire

- Check all the external doors are bolted and locked.
- Lock the main doors from the inside, set the alarm and exit through the kitchen door, ensuring it is closed behind you.