

NORTH CURRY VILLAGE HALL

Registered Charity No: 276425

Standard Terms and Conditions of Hiring

For the purpose of these Terms and Conditions, the term HIRER shall mean an individual HIRER or the authorised representative of the hiring organisation and the term REGULAR HIRER shall mean a HIRER who makes at least twelve (12) hirings on the current booking form. The COMMITTEE shall mean the North Curry Village Hall Management Committee or its authorised representative. The HIRER shall be over twenty-one years of age. The term HALL shall mean North Curry Village Hall and its immediate environs including the car park. If there is any doubt as to the meaning of the following, the HIRER should consult the Booking Secretary

Public Entertainment

The HALL is licensed pursuant to the Licensing Act 2003 by Taunton Deane Borough Council for regulated entertainment, to include plays, films, indoor sporting events, live music, recorded music, indoor performance of dance, and entertainment facilities for making music and dancing from 9am until 12 midnight on Monday to Sunday and until 1am the morning following New Year's Eve.

The HIRER shall comply with all conditions and regulations made in respect of the HALL 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.

The HIRER shall not permit attendance to exceed the following numbers:

Dancing: 160 persons,

Functions where seating is provided at tables: 100 persons

Closely seated audiences: 160 persons

Dances where seating is also provided at tables: 125 persons

Information of the Licence and Fire Regulations are displayed in the HALL Information about operating the hearing loop and audio system is available when requested at the time of the booking

Hiring Procedure

To assist the Booking Secretary in maintaining accurate records, all HIRERS must complete all dates required on the current booking form

Hiring Procedure for Individual Functions

For each hiring the HIRER shall complete a Hiring Agreement and return it to the Booking Secretary together with a Deposit of £50 unless otherwise agreed by the COMMITTEE. Receipt of a completed Hiring Agreement and payment of the Deposit to the Booking Secretary shall confirm a booking. Unless the COMMITTEE agrees otherwise, for each hiring the HIRER shall pay to the Booking Secretary a Hiring Fee as specified in the current list of fees prepared from time to time by the COMMITTEE. All cheques should be made payable to "North Curry Village Hall".

Hiring Procedure for Regular HIRERS

The HIRER shall complete a current Booking Application and Hiring Agreement for such dates and times as required. Completion of the Hiring Agreement by the Booking Secretary shall confirm a booking. Accounts are payable in full upon receipt of invoice.

Cancellation

The HIRER may cancel a booking by giving *written* notice to the Booking Secretary. The date of the cancellation shall be the date on which the written notification of the cancellation is received by the Booking Secretary.

If the HIRER gives at least four (4) weeks notice of cancellation, the COMMITTEE shall repay all monies given by the HIRER to the COMMITTEE for the hiring. If the HIRER gives less than four (4) weeks notice of cancellation to the Booking Officer, then the COMMITTEE shall be under no obligation to return the Deposit or the Hiring Fee and any outstanding hiring fees are payable in full upon receipt of invoice

In the event of the HALL being rendered unfit for the use for which it has been hired, the COMMITTEE shall not be liable to the HIRER for any resulting loss or damage whatsoever.

The COMMITTEE reserve the right to cancel a hiring in the event of the HALL being required for use as a Polling Station for a Parliamentary or Local Government Election or Bye-Election, or with four months notice, a village function which in the opinion of the committee takes precedence over the booking.

HIRER'S Responsibilities

During the period of hiring the HIRER will be responsible for the supervision of the HALL, 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 HALL whatever their capacity, including proper supervision of car parking so as to avoid obstruction of the highway.

The HIRER shall not use or allow the use of the HALL for any purpose other than that described in the Hiring Agreement.

The HIRER shall not sub-let or allow the use of the HALL for any unlawful purpose or in any unlawful way do anything or bring in to the HALL anything which might endanger the same or render invalid any insurance policies in respect thereof.

The HIRER shall ensure that nothing is done on or in relation to the HALL in contravention of the law relating to gaming, betting and lotteries.

The HIRER shall ensure that noise levels on the hall premises are such as not to cause a public nuisance.

The HIRER shall ensure that children under eighteen years of age are supervised at all times and that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons have access to the children.

Films will be classified in accordance with the British Board of Film Classification or the Licensing Authority and persons under 18 can only be admitted according to the relevant film classification.

It is the responsibility of the hirer to ensure that they are adequately covered by insurance and have the relevant food hygiene certification for all meals provided and being served to the general public.

Sale and Consumption of Alcohol

The HIRER shall not allow the consumption of alcoholic liquor in the HALL without written permission from the COMMITTEE.

The HALL has a licence for the sale of alcohol. The COMMITTEE is responsible for ensuring that any sale of alcohol is within the terms of this licence as required by the law.

Where alcohol is provided for sale at an event or activity, the licence provisions must be observed. As well as direct sales across a bar, bottle stalls, raffles and any supply of alcohol which is linked to purchase of some other item or is included in the entry fee etc. is classed as sale of alcohol.

Where any HIRER of the HALL intends to sell alcohol at an event, then they must:

1. State this in their Booking Confirmation Form.
2. Pay a £10 fee to the HALL for the use of the licence.
3. Certify in their Booking Confirmation Form that they have read these provisions and will abide by them.
4. Ensure that anyone engaged in the sale of alcohol is aware of these provisions.

They must ensure that:

1. Small measures as follows are available and this availability publicised, unless the drinks in question are sold or supplied in pre-sealed bottles or cans:
 - a. Beer or cider - half pint.
 - b. Gin, rum, vodka or whisky - 25ml or 35ml.
 - c. Still wine in a glass - 125ml.
2. There are no irresponsible promotions of alcohol.
3. Tap water is available at no cost.
5. People who are under 18 are not served. "Challenge 25" verification policy will be applied and poster displayed; individuals who appear to be under the age of 25 years of age must produce on request (before being served alcohol) identification bearing their photograph and date of birth. Alcohol is never served to anyone who is drunk or disorderly.
6. A refusal log must be kept.
7. People leave the premises in a quiet and orderly manner and do not cause any disturbance to neighbours.

Fire Emergency Plan

The HIRER shall make him/herself familiar with the position of the Fire Exits and emergency procedure as shown in Appendix 1 to these Conditions and will familiarise themselves with the use of the fire extinguishers. The HIRER shall ensure that the Fire Exits are pointed out at the start of each hiring session, that the Fire Exits are kept clear at all times and that the fire doors are not jammed open. If disabled people are present the HIRER shall be responsible for ensuring their safe evacuation from the premises.

Health and Hygiene

No animals other than guide dogs shall be permitted in the buildings of the HALL without the written permission of the COMMITTEE. No animals are to enter the kitchen at any time.

The HIRER shall, if preparing, serving or selling food observe all relevant food health and hygiene legislation and regulations.

Damage to the Hall

The HIRER shall obtain the approval of the COMMITTEE before installation of any additional electrical equipment and before any fixing to the fabric of the HALL.

The HIRER shall ensure that any electrical appliance brought into and used in the premises shall be safe and in good working order and used in a safe manner.

The HIRER will ensure that smoking is not permitted within the buildings of the HALL

No lighted candles or naked flames are permitted within the buildings of the HALL

The HIRER will ensure that no ball games are played in any part of the HALL without the permission of the COMMITTEE.

The COMMITTEE cannot be held responsible for loss or damage to the HIRER'S or any user's property

The HIRER must report any damage or any accident as soon as possible to the Booking Secretary, such damage to be assessed by the COMMITTEE in conjunction with the HIRER and in case of dispute, by an Arbitrator under the provisions of the Arbitration Act 1950

The HIRER shall indemnify the COMMITTEE for the cost of repair of any damage done to the HALL and the contents thereof which occurs during the period of hiring or as a result of the hiring.

End of the Hiring

The HIRER shall be responsible for leaving the HALL in a clean and tidy condition, properly locked and secured unless directed otherwise by the Caretaker or COMMITTEE. Any contents, including furniture and stage boxes, must be replaced in their usual positions and any articles brought in, e.g. unsold jumble, bar equipment etc. including rubbish must be removed from the HALL. Failure to observe this clause could result in forfeiture of the Deposit and additional charges.

Access

The Officers of the COMMITTEE shall have the right of access to the HALL at all times.

Conditions

The COMMITTEE reserve the right to amend these Conditions and charges as the situation demands upon giving four (4) weeks notice to the HIRER.

February 2017

NOTES

- The main light switch is near the front door
- For private hire (parties), please leave keyfob in the post box in the foyer
- It is recommended that adult parties who finish late evening should hire the hall for an additional hour the following day to enable a proper clear up!