

# LURGASHALL VILLAGE HALL

Registered Charity Number 225718

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## Terms & Conditions of Hire

### 1. General Conditions

- 1.1. The Village Hall Management Committee (VHMC) has issued these Terms & Conditions of Hire governing the use of Lurgashall Village Hall (the Hall) and its equipment. They include regulations imposed by the Premises Licence issued pursuant to the Licensing Act 2003.
- 1.2. In booking the Hall, the Hirer agrees to be bound by these Terms & Conditions.
- 1.3. The VHMC reserves the right to decline any booking without giving a reason for refusal and to set a minimum age limit or impose other regulations as a condition of accepting a booking.
- 1.4. Use of the Hall and its facilities is unsupervised by the VHMC and is at the risk of the Hirer. The Hirer is responsible for the safety of all users of the Hall and for the care of the Hall and its furniture and equipment. The Hirer will be liable for any damage or loss to the Hall or its furniture and equipment occurring during the period of hire caused by any act or default of the Hirer. The Hirer must arrange his or her own insurance cover, if considered appropriate, for the event.
- 1.5. Neither the VHMC nor any employee of the VHMC is responsible for any loss, damage, injury or other liability arising from the use of the Hall nor for any loss or damage to vehicles parked in the Hall Car Park.

### 2. Age of Hirer & supervision of children; care of the elderly and the infirm

- 2.1. Subject to clause 2.2 below, the Hirer must be at least 18 years of age.
- 2.2. If alcohol is to be available at an event at the Hall, then the Hirer must be a person over the age of 21 (see clause 4 below).
- 2.3. Bookings for a party or other celebration for an 18 – 21 year-old will only be accepted in exceptional circumstances with the approval of the VHMC.
- 2.4. If an event is attended by children, there should be no less than one adult for every ten children present at all times and the Hirer must ensure that children are properly supervised at all times.
- 2.5. It is the hirer's responsibility to ensure the comfort and safety of anyone elderly or infirm taking part in their event.

### 3. Fees and deposits

- 3.1. The charges for the hire of the Hall or for off-site equipment hire are subject to review at the discretion of the VHMC. A schedule of current charges is available on the Lurgashall Village Hall website [www.lurgashallvillagehall.org](http://www.lurgashallvillagehall.org) or from the Booking Secretary:  
email: [admin@lurgashallvillagehall.org](mailto:admin@lurgashallvillagehall.org) tel: 07796 162304
- 3.2. All hire charges and deposits are payable in advance.
- 3.3. The Hall hire fee includes:
  - 3.3.1. the use of the Hall and all furniture and equipment for the period of hire and any set up or clearing away time agreed in advance with the Booking Secretary;

- 3.3.2. the use of the kitchen, its equipment and all facilities;
- 3.3.3. the costs of electricity and central heating during the period of hire and any pre-heating costs that may be agreed in advance with the Booking Secretary
- 3.4. A deposit will be required for children's parties, for any evening event and for the use of the kitchen and its equipment. Details of the deposit required are shown on the Hall Hire Charges form. This deposit is held as security against:
  - 3.4.1. the cost of repairing any damage to the Hall or its equipment;
  - 3.4.2. the cleaning the Hall (at the rate of £15 per hour) if it is not left clean and tidy by the Hirer;
  - 3.4.3. extra heating costs incurred if the Hirer does not turn off the heating or the hot water heater serving the cloakrooms when leaving the Hall;
  - 3.4.4. additional hire costs if the key is not returned or the Hall is not vacated at the agreed time;
  - 3.4.5. the replacement of the key if it is lost or not returned by the Hirer.

#### 4. Classes

- 4.1. Bookings will be accepted for a series of classes. However, a separate booking form and payment in advance is required for each calendar month.
- 4.2. If a class has to be cancelled, the Booking Secretary must be advised no later than the day of the class if the Hirer wishes to carry forward a credit for the hire fee to a future class.

#### 5. Alcohol

- 5.1. If the Hirer intends to **sell** alcohol at an event at the Hall, a Personal Licence Holder (PLH) must be in attendance to supervise. If the Hirer does not wish to use the services of the Hall's PLH then full details of the Hirer's PLH must be submitted for approval before the booking can be accepted.
- 5.2. The inclusion of an alcoholic drink in the price of a ticket or the practice of attendees making a 'donation' in return for the supply of alcohol is considered to be the sale of alcohol.
- 5.3. When alcohol is sold or supplied for consumption in the Hall, in order to comply with the Licensing Act 2003, it should be available in the following measures:
  - Beer or cider: ½ pint
  - Gin rum vodka or whisky: 25ml or 35ml
  - Still wine in a glass: 125ml
- 5.4. If alcohol is to be **consumed** in the Hall, whether provided by the Hirer or by guests bringing their own alcohol to an event, then the following provisions of this clause apply:
 

*The expression 'minor' means any person under the age of 18 and the Hirer must satisfy himself as to the age of any person seeking to obtain alcohol who appears to be a minor by requiring a Proof of Age Card, Passport or Photo Driving Licence or other formal identification..*

The Hirer must not:

  - 5.4.1. supply or permit the supply of alcohol to a minor or knowingly allow alcohol to be consumed by a minor;
  - 5.4.2. supply or permit the supply of alcohol to a person who is drunk or knowingly allow alcohol to be consumed by a person who is drunk;
  - 5.4.3. permit any disorderly or drunken behaviour (including any games designed to encourage the consumption of alcohol);

- 5.4.4. allow alcohol to be consumed outside the Hall;
- 5.4.5. allow smuggled alcohol or drugs to be consumed in the Hall.
- 5.5. The Hirer must ensure that alcohol is not served within the period of thirty minutes before the scheduled end of the event and in no circumstances later than 11:30pm.

## **6. Regulations as to the use of the Hall**

- 6.1. During an event the trolleys with any tables and chairs not in use may be wheeled outside but they must be protected by the fitted covers and bungees provided. The trolleys must not be left outside at any time when the Hall is not occupied and must never be left outside overnight.
- 6.2. The Hirer must not allow the Hall to be overcrowded. The maximum capacity of the Hall is 70 people seated "banquet style", 100 seated "theatre style" or 120 standing.
- 6.3. The Hirer must at the beginning of the event make a safety announcement, indicating the location of the exit doors, illuminated exit signs (running man) and emergency torches. The Hirer must ensure that the exit doors are kept clear of furniture, coats or other obstructions at all times during the event.
- 6.4. Smoking is not permitted anywhere in the Hall. Failure on the part of the Hirer to enforce this rule may result in the forfeiture of the deposit. A floor-standing ashtray is provided for outdoor use only. This should be returned to the Hall after use.
- 6.5. The use of fireworks and lasers in or around the Hall is prohibited at all times.
- 6.6. Indoor bouncy castles or trampolines are prohibited as there is insufficient headroom.
- 6.7. 'Silly string', party foam, confetti cannons or other materials that may damage the furniture, curtains, blinds or flooring at the Hall or necessitate additional cleaning are prohibited, unless expressly discussed and agreed in advance with the Booking Secretary, in which case an additional cleaning charge may be levied.
- 6.8. Gambling is not allowed except for Bingo and fund-raising events such as Race Nights.
- 6.9. The Premises Licence issued to the Hall by Chichester District Council pursuant to the Licensing Act 2003 permits the following licensable activities
  - 6.9.1. performance of a play
  - 6.9.2. exhibition of a film
  - 6.9.3. indoor sporting event
  - 6.9.4. performance of live music
  - 6.9.5. playing of recorded music
  - 6.9.6. performance of dance
  - 6.9.7. provision of regulated entertainment of a similar description to live music, recorded music or a performance of dance
  - 6.9.8. provision of facilities for making music
  - 6.9.9. provision of facilities for dancing
  - 6.10. If the Hirer is providing musical or other entertainment (for example, a band, disco, or children's entertainer) the Hirer must notify the Booking Secretary when making a booking. It is the responsibility of the Hirer to ensure that the entertainer has all appropriate licences and permits and is fully insured against any liability arising from the event.
- 6.11. 'Adult Entertainment' is not permitted.
- 6.12. The Hirer should notify the Booking Secretary in advance of the hire what equipment of their own (electrical or otherwise) they may wish to bring and use in the Hall, to ensure that the equipment does not subject the Hall to fire, health or

safety hazard. The Hirer is not permitted to store their own items in the Hall outside the agreed period of hire, setting up and clearing away times. Flammable substances must not be stored in the Hall at any time.

6.13. All breakages must be reported to the Booking Secretary.

## **7. Public nuisance**

7.1. The Hirer is responsible for any public nuisance caused as a consequence of the hire.

7.2. The Hirer must ensure that any parking in the roads near the Hall does not inconvenience those living nearby and does not prevent access by emergency vehicles.

7.3. Music is not to be amplified more than is reasonable for it to be heard inside the Hall

7.4. The Hirer must ensure that attendees do not create a disturbance outside the Hall during the event and that they leave the Hall quietly.

7.5. The Hall must be vacated and locked by midnight.

7.6. On leaving, the Hirer must ensure that

7.6.1. any furniture trolleys left outside are brought back in and all equipment is returned to its proper place;

7.6.2. all rooms are checked to ensure there are no smouldering fires;

7.6.3. the hot water heater serving the cloakrooms and the cooker and any other kitchen appliances are turned off;

7.6.4. the heating and lighting are turned off;

7.6.5. all windows are closed and securely fastened and all internal doors are closed;

7.6.6. the Hall is securely locked.

A notice is displayed by the side exit door detailing the necessary actions.

## **8. Health & Safety**

8.1. The Hirer must familiarise him/herself with the 'In Case of Fire' procedure as set out on the Hall notice board.

8.2. At the beginning of every event, the Hirer must make a safety announcement, (see sample text on internal notice board) and indicate the location of the exit doors, illuminated exit signs (running man) and emergency torches.

8.3. The portable wheelchair ramp is located in the disabled toilet for use at the kerb in front of the main entrance must only be left in place at the kerb while in use and must be returned to its storage location at the end of the event.

8.4. A First Aid Kit is located in the kitchen. All accidents must be noted in the Accident Report Book located beside the First Aid Kit and the Booking Secretary must also be notified as soon as possible after the event.

8.5. Litter bins placed inside the Hall must be used and then emptied into the Council wheelie bins (General Waste & Recyclables) by the side entrance. Loose recyclables and glass bottles must be put into the burgundy bin.

8.6. Kitchen appliances and equipment are maintained to a high standard. Any malfunction of the Hall's equipment must be recorded in the (red) Fault Report Book kept in the kitchen and also reported to the Booking Secretary.

8.7. The Hirer is responsible for all matters pertaining to food safety. A copy of the Environmental Health Department's information leaflet on food safety is located in the kitchen.

8.8. The Hirer must provide all tea towels and tablecloths.