

LURGASHALL VILLAGE HALL

Registered Charity Number 225718

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.
- 1.5. 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.
- 1.6. Neither the VHMC nor any employee of the Hall 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 5 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 always present, 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.
- 2.6. The Hirer must read the Hall's Safeguarding of Children & Vulnerable Adults Policy which is displayed in the Hall and published on the Hall's website:
<http://www.lurgashallvillagehall.org/booking/>

3. Fees, deposits and additional charges

- 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 or from the Booking Secretary:
email: lvhmc.bookings@gmail.com
- 3.2. All hire charges, supplements and deposits, where appropriate, are payable in advance.
- 3.3. The Hall hire fee includes:
 - the use of the Hall, furniture and most equipment for the period of hire and any set up or clearing away time (up to one hour before and/or after the event) agreed in advance with the Booking Secretary;

- 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.
- the use of the kitchen, excluding fixed electrical appliances.

The Hall hire fee does NOT include:

- access to or use of the small meeting/archive room.

3.4. The Hall reserves the right to request a refundable deposit against any losses, damage or breakages for certain events.

3.5. The Hirer will be liable for extra charges for:

- use of fixed electrical kitchen appliances such as cooker, dishwasher, fridge, freezer, microwave – small additional fixed charge;
- use of audio-visual and/or PA system - small additional fixed charge;
- the cost of repairing any damage to the Hall or its equipment;
- the cleaning the Hall (at the rate of £15 per hour) if it is not left clean and tidy by the Hirer;
- extra heating costs incurred if the Hirer turns on the heating more than one hour before the start of the event or does not turn off the heating or the hot water heater serving the cloakrooms when leaving the Hall;
- if the Hall is not vacated or the key is not returned at the agreed time;
- 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 before the class if the Hirer wishes to carry forward a credit for the 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, using the Alcohol Licence Form, 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, and when entry is by purchase of a ticket or payment on the door, permission is first required from the Hall's Personal Licence Holder. The Booking Secretary will seek this permission and notify the Hirer.

In addition, the following provisions of this clause apply:

The Hirer must not:

- supply or permit the supply of alcohol to a minor or knowingly allow alcohol to be consumed by a 'minor' (*'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.*)
- 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;

- permit any disorderly or drunken behaviour (including any games designed to encourage the consumption of alcohol);
 - allow alcohol to be consumed outside the Hall;
 - 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 for the use of the Hall

- 6.1. Chairs and tables can be found on trolleys in the storeroom through the double doors at the side of the Hall and should be carefully returned to the trolleys at the end of the event. No furniture should be left outside unattended or 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. Exit doors must be kept clear of furniture, coats or other obstructions at all times.
- 6.4. Smoking is not permitted anywhere in the Hall. Failure on the part of the Hirer to enforce this rule may result in a penalty charge. 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.
- 6.9. The Premises Licence issued to the Hall by Chichester District Council pursuant to the Licensing Act 2003 permits the following licensable activities
- performance of a play
 - exhibition of a film
 - indoor sporting event
 - performance of live music
 - playing of recorded music
 - performance of dance
 - provision of regulated entertainment of a similar description to live music, recorded music or a performance of dance
 - provision of facilities for making music
 - 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 wish to bring and use in the Hall, to ensure that the equipment is not a 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.
- 6.14. On leaving the Hall after the event, the Hirer must ensure that:
- all furniture and equipment are returned to their proper place;

- all rooms are checked to ensure there are no smouldering fires;
- the hot water heater serving the cloakrooms and the cooker and any other kitchen appliances are turned off;
- the heating and lighting are turned off;
- all windows are closed and securely fastened and all internal doors are closed;
- the Hall is securely locked.

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

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.

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. It 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. Waste for recycling can be left in the red bin outside the hall. General waste should be put in the black bin liners provided and left outside in the waste bin by the red 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.

9. TV Licencing

Lurgashall Village Hall does not have a TV Licence. Users must *not* plug in to the Hall's mains electricity supply to watch or record live television, whether this is on a television set, a computer, a tablet, or a smart phone. Such watching or recording may only be done on a user's own portable device and only if they have a TV Licence at their own home address covering it. All users are expected to comply with the legislation.