

ORWELL VILLAGE HALL

TERMS AND CONDITIONS OF HIRE

1. Key

The following terms shall apply:

“OVH” or the “Hall” - Orwell Village Hall

“OVHC” or the “Committee” - the OVH Management Committee.

“Hire” - the period of hire of the Hall for which the booking applies.

“Booking Form” - the form to be provided by OVHC and to be completed by the Hirer that shall indicate acceptance of these Terms and Conditions.

“Familiarisation” or “Fam Folder” - a guide to using the OVH available in the Hall.

“Hirer” – the person or representative of the organisation named on the Booking Form as responsible for the booking.

“Regular User” – individual or organization that hires the Hall on a regular basis, either weekly or monthly or any other frequency.

“Occasional User” – individual or organization that hires the Hall for a single event.

The Hirer shall be responsible for complying with the following conditions.

2. Booking Session

- a. Occasional Users of the Hall must complete a Booking Form (available on the web site) and in doing so confirm their acceptance of these Terms and Conditions of Hire.
- b. OVHC reserves the right to refuse any booking request.
- c. Regular users can confirm their bookings via email to the Treasurer, but must accept the same Terms and Conditions of Hire.
- d. Hirer shall be responsible for the safety of their event, the safekeeping and care of the Hall and contents and shall report any accident or injury to the OVHC.
- e. Hirer shall be responsible for the supervision of the premises, the behaviour of attendees during the Hire, and shall ensure acceptable noise levels in this residential area arriving, leaving, setting up or clearing.
- f. Hirer shall not sub-let the Hall.
- g. Hirer shall not use the premises for any unlawful purpose nor allow any activity that may endanger attendees, the building and its contents or void any insurance policies in respect of the Hall.
- h. Hirer shall arrive/depart within the Hire as defined on the Booking Form. All setup and clearance must be undertaken within the Hire period.
- i. Hirer shall indicate acknowledging the terms of the alcohol licence if the Hire requires this. See section 4.

3. Care of the Premises

- a. Hirer shall be responsible for ensuring the condition of the Hall at the end of the Hire is as it was at the beginning.
- b. Leave the premises and surrounds in a clean and tidy condition, empty internal waste bins to the external dustbins, close the windows, reset the heating control to 10°C [as directed on the note by the thermostat], switch off the lights, return all tables and chairs to their designated storage locations and lock and secure the doors. See also Fam Folder in OVH for guidance. In the event that the Hall and Committee Room are in use simultaneously each Hirer must ensure the responsibilities for leaving are taken by the Hirer to be the last to leave.
- c. Ensure chairs, tables or other equipment are not dragged over the floor.
- d. Any individual items or equipment used during the Hire must be returned to wherever they were found. No items or equipment introduced during the Hire shall be left in the Hall, unless by prior written agreement with OVHC.
- e. Make good in full the cost of repairing any damage to the building or its contents that occurs during the period of Hire or as a result of the Hire.

4. Alcohol on the Premises

- a. Any sale of alcohol requires a licence. This includes:
 - the sale of any alcoholic drinks, regardless of the nature of the Hire
 - serving alcohol for free by an organisation or club to members and visitors.

Private functions with no entry fee and where no alcohol is sold, do not need a licence to serve alcohol.

- b. OVHC possesses a suitable licence for the provision of alcohol on the premises.
- c. A charge shall be made for the use of the licence.
- d. The Hirer shall be responsible for complying with the legally Mandatory Licence Conditions (see box below) and shall acknowledge and accept this responsibility on the Booking Form.
- e. The Hirer shall be responsible for ensuring there is no drunken or disorderly behaviour either on the premises or in its vicinity, whether or not a licence fee is paid and however alcohol is provided.
- f. Glasses are not to be taken out of the Hall.

5. Insurance

- a. Established groups or groups permanently resident are required to have their own insurance for covering legal liability and to indemnify the OVHC and trustees for accidental bodily injury, illness or disease (including death), accidental damage to the premises or contents and to other property not the responsibility of the Hirer.
- b. Occasional Users may wish to secure their own insurance for an event as the insurance held by OVHC provides no cover for Hirers.

6. Health and Safety including Fire Precautions.

- a. The Committee has assessed the H&S risks of the OVH and believes it to be safe for the use for which it is licensed providing the numbers using the Hall are limited to 160 for dance, disco or theatre type functions and 140 for formal or semi-formal dining at tables. The Hirer is responsible for monitoring numbers. Lighted candles are not permitted in the Hall.
- b. The Hirer has responsibility for managing risks, so far as practicable, arising from their own activities when they have control of the premises or control of equipment on the premises. A risk assessment proforma is available if required. If the Hirer is an entity with one employee or more, they will also have wider duties under H&S and Civil Law. The Hirer has a duty to bring to the attention of the OVHC any perceived risk.
- c. The Hirer is responsible for drawing the attention of attendees to the signed emergency exits and displayed evacuation procedures, also for arranging tables and chairs to avoid impeding any exits.

7. Payment and Deposit

- a. Occasional Users should pay in full for their Hire of the Hall within seven days of completion of the Hire.
- b. OVHC reserves the right to request the payment of a deposit, typically £50, which must be remitted in full prior to the Hire. Further OVHC reserves the right to deduct from the deposit any sums required to correct any issues relating to the Hirer's use of the Hall, including the cost of extra cleaning where required.
- c. OVHC shall refund the balance of the deposit within 14 days of the completion of the Hire in the event that OVHC deems that no deductions should be made.
- d. Regular Users should ensure that payment is made for their use of the Hall at least monthly in arrears. Payment should be accompanied by a description of the Hire dates being remitted.
- e. Any users may pay for Hire in advance.
- f. OVHC will not as a matter of course issue invoices or receipts unless specific request is made. OVHC would prefer payment to be made by direct bank transfer with an email notification to the treasurer.

8. Cancellation Policy

- a. Hirers may cancel a booking by informing the Treasurer a minimum of 2 days prior to the booking date without charge.
- b. OVHC reserves the right to charge the full booking fee in the event that any cancellation is made less than 2 days prior to the booking date or in the event that the Treasurer is informed after the booking date of the cancellation, unless the relevant session is re-booked by another Hirer.
- c. OVHC shall provide as much notice as possible in the event that it terminates the booking and the Hirer shall be entitled to a full refund of the cost of the Hire that has been paid.

9. Stage Lighting & AV Equipment

- a. OVH has stage lighting and audio/visual (AV) equipment. Hirers wishing to use stage lighting and/or AV equipment during their Hire should first consult OVHC at the time of submitting a booking request.
- b. Details of the AV equipment can be found in the Fam Folder.

10. General

- a. Hirer is responsible for the safeguarding of vulnerable people and minors and the implementation of the Disclosure & Barring Service (DBS) as necessary.
- b. Hirer is responsible for ensuring attendees park reasonably using the car park opposite where possible and to drive off quietly on leaving.
- c. For larger functions, especially parties, the Hirer must ensure that all rubbish and recycling is disposed of responsibly taking away any that will not fit into the bins.
- d. Hirer must comply with the requests or instructions from the Emergency Services, Environmental Officer, or an OVHC member to moderate or stop an event.
- e. Hirer shall be liable for any reasonable charge levied by the OVHC for expenditure incurred in respect of any breach of these responsibilities.
- f. Ensure that nothing is attached in any way to the walls, ceilings, or other surfaces in the Hall.

Mandatory Licensing Conditions

Hirers planning to sell alcohol, or serve it to club members or visitors, must pay a fee for the use of the licence held by the OVHC.

When selling or serving alcohol Hirers take on the responsibility for compliance with The Licensing Act 2003 (Mandatory Licensing Conditions) as summarised below.

- 1) The Hirer must not carry out any irresponsible promotions for the purpose of encouraging the sale or supply of alcohol for consumption on the premises, such as:
 - a. activities which require or encourage individuals to drink a quantity of alcohol within a time limit or drink as much alcohol as possible;
 - b. provision of unlimited or unspecified quantities of alcohol free or for a fixed or discounted fee in a manner which carries a significant risk of undermining a licensing objective;
 - c. provision of free or discounted alcohol or any other thing as a prize to encourage or reward the purchase and consumption of alcohol over time in a manner which carries a significant risk of undermining a licensing objective;
 - d. selling or supplying alcohol in association with promotional posters or flyers on, or in the vicinity of, the premises which can reasonably be considered to condone, encourage or glamorise anti-social behaviour or to refer to the effects of drunkenness in any favourable manner;
 - e. dispensing alcohol directly by one person into the mouth of another (other than where that other person is unable to drink without assistance by reason of disability).
- 2) The Hirer must provide free tap water (available in the kitchen) when requested by customers/participants.
- 3) The Hall's age verification policy, in common with most supermarkets, is 'Challenge 25', although purchase is permitted by anyone aged 18 or more. It is the Hirer's responsibility to implement this policy:
 - a. Before selling or serving alcohol to anyone who looks under 25, whoever is serving must check photographic ID and be satisfied that the person buying is 18 or over.
 - b. Before selling or serving alcohol to anyone for consumption by someone else who looks under 25, whoever is serving must check photographic ID of the young person and be satisfied that they are of sufficient age (see footnote).
- 4) The Hirer must ensure that other than drinks sold or supplied in/from securely closed containers (e.g. cans or bottles of beer), drinks are available in the following measures:
 - a. beer or cider: ½ pint;
 - b. spirits: 25 ml or 35 ml; and
 - c. wine in a glass: 125 ml;

These measures must be displayed in print and when a customer/participant does not specify the quantity of alcohol required, they are to be made aware that these measures are available.

The full text of The Licensing Act 2003 (Mandatory Licensing Conditions) can be viewed at:
www.legislation.gov.uk/ukxi/2014/2440/schedule/made

As a reminder, the minimum age to buy and consume alcohol in the Hall is 18. However, 16 or 17-year-olds can consume beer, wine, or cider if accompanied by an adult and eating a table meal.