

Cranford Village Hall - Terms and Conditions.

Definitions

This document applies to use of any or all of the facilities within the fenced boundaries of Cranford Memorial Hall (Registered Charity No; 304173) including Cranford Village Hall, the surrounding grass area, gate and path (hereafter referred to as 'the Facilities', operated by Cranford Village Hall Committee (hereafter referred to as 'CVHC') and any person (hereafter referred to as 'the Hirer' or 'Hirers' contracting to use said facilities.

Conditions of Hire

These conditions apply to all Hirers of Cranford Village Hall Facilities.

The Hirer is responsible for adhering to all points raised in this agreement plus Health & Safety and Emergency Procedures. It is the Hirer's responsibility to ensure that this agreement document containing instructions relating to the hire of Cranford Village Hall is fully understood. If the Hirer is in any doubt about any of the conditions of hire, the booking officer should be consulted.

When undertaking the hiring of the Facilities, the Hirer is agreeing to these conditions of hire, and to comply with them fully.

1. Supervision

The Hirer shall, during the period of the hiring, remain on the premises, be responsible for; supervision of the Facilities, the fabric and the contents; their care, safely from damage however slight or change of any sort; and the behaviour of all persons using the Facilities, whatever their capacity. As directed by the Bookings Manager, the Hirer shall make good or pay for all damages (including accidental damage) to the Facilities, or to the fixtures, fittings or contents and for loss of contents.

2. Car Parking

The Hirer is responsible for ensuring that vehicles are parked in an orderly way so as to avoid obstruction of the highway. Please note that the grass area across the road from the Village Hall is not a parking area.

3. Use of Facilities

The Hirer shall not use the Facilities for any purpose other than that described in the Hire Agreement, and shall not sub-hire the Facilities, nor allow the Facilities to be used for any unlawful purpose or in any unlawful way, nor do anything or bring onto the Facilities anything which may endanger the same or render invalid any insurance policies in respect thereof, or adversely affect the reputation of CVHC.

4. Gaming, Betting and Lotteries.

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

5. Licences.

The Hirer shall be responsible for obtaining such licences as may be needed, and for the observance of the same.

6. Public Safety Compliance.

The Hirer shall comply with all conditions and regulations made in respect of the Facilities by the Fire Authority, Local Authority, the Licensing Authority or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided, or which is attended by children. The Hirer must ensure that the Village Hall is not occupied by more than 100 people standing or 80 people seated, at any time. This is the maximum capacity the Hall is licensed for.

7. Fire Precautions, Use of Flammable and Explosive Substances, and Emergency Procedures.

The Hirer is responsible for ensuring all users are aware of Fire and Emergency Exits which are to be kept clear and adhere to all emergency procedures.

8. Health and Hygiene.

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, meat and vegetables in the Facilities must be refrigerated and stored in compliance with the Food Temperature Regulations. The kitchen is provided with a refrigerator.

9. Electrical Appliance and Safety

The Hirer shall ensure that all electrical equipment belonging to Cranford Village Hall and any electrical equipment brought in by the Hirer are used safely in accordance with the instructions.

10. Accidents and Dangerous Occurrences.

The Hirer must report all accidents involving injury to the public to a member of CVHC as soon as possible and complete the relevant section in the CVH Accident book located under the counter with the First Aid box. Any damage to the Facilities or failure of equipment belonging to CVH or brought in by the Hirer must be reported to the Bookings Manager as soon as possible. Certain types of accident or injury must be reported on a special form to the local authority. The Bookings Manager will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR)

11. Drunk and Disorderly Behaviour and Supply of Illegal Drugs

The Hirer shall ensure that in order to avoid disturbing neighbours to the Facilities and avoid violent or criminal behaviour. Care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either in the Facilities or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk, nor sold to any persons suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way must be asked to leave the Facilities. No illegal drugs may be brought to the Facilities.

12. Animals.

The Hirer shall ensure that no animals (including birds) except Guide Dogs are brought into the Village Hall, other than for a special event agreed to by CVHC. No animals whatsoever are to enter the kitchen at any time.

13. Compliance with the Children Act 1989

The Hirer shall ensure that any activities involving children under 18 years of age, that are not private functions, comply with the provisions of the Children's Act of 1989 and that only fit and proper persons who have passed the appropriate Criminal Records Bureau Checks have access to the children (checks may also apply where vulnerable adults are taking part in activities). The Hirer shall provide CVHC with a copy of their Child Protection Policy, and copies of CRB Certificates on request.

14. Fly Posting.

The Hirer shall not carry out or permit without permission, fly posting or any other form of unauthorised advertisements for any event taking place at the Facilities.

15. End of Hire

The Hirer must follow the Hire Agreement with regard to the end of hire. Should these not be followed, CVHC shall be at liberty to make an additional charge. The Hirer using the Facilities, must ensure that all lights are turned off and all external doors are locked before leaving and the key to be left as instructed by the Bookings Manager.

16. Noise

The Hirer must ensure that their use of the Facilities avoids inconvenience to people living in the residential properties close by.

17. Stored Equipment.

All equipment and other property not owned by CVH must be removed at the end of each hiring unless previously agreed by CVHC that the items can be stored. CVHC accepts no responsibility for any stored equipment or other property brought onto or left at the Facilities and all liability for loss or damage is hereby excluded.

CVHC may at its discretion, dispose of any items in respect of any equipment or property brought in to the Facilities by the Hirer, if not removed within 7 days after the hiring, and charge the Hirer any charges incurred in storing and selling or otherwise disposing of the same.

18. Alterations.

No alterations or additions may be made to the Facilities nor may any fixtures be installed, or placards, decorations or other articles be attached in any way to any part of the Facilities without permission from CVHC.

N.B. This includes all use of sellotape and blue tack on the walls which damages the paintwork considerably.

19. Rights.

The Hiring Agreement constitutes permission only to use the Facilities, and confers no tenancy or other right of occupation on the Hirer.

20. Booking Administration.

a. Payment for Hire

The submission of a Hire Agreement Form to the Bookings Manager must be accompanied by cash, or a personal cheque in the name of the Hirer for full payment of the hire fee. The sum will be returned in full in the event of cancellation by the Hirer if made more than 6 weeks before the date of the planned event. Instructions for obtaining keys etc are given in the Confirmation of Booking Form sent by return from the Bookings Manager to the Hirer.

Non-residents of Cranford must also pay the Bookings Manager a deposit of £50. This deposit will be returned as arranged when all Terms and Conditions of Hire have been adhered to. Please make all cheques payable to 'Cranford Village Hall'.

b. Regular Hire

Regular Hirers will be subject to a 6 week probationary period, following which the CVHC may at its discretion decide to renew or cancel the Hire Agreement. During any regular hire period CVHC may, subject to 6 weeks notice to the Hirer, suspend the hire on an occasional basis in order to allow other organisations, who might otherwise be prohibited from using the hall, to hire the hall for a specific event. In which case, CVHC undertakes to refund the regular hirers any hire fees relating to the cancellation period(s) of hire, but no further monies will be paid out for actual or presumed loss of profit or for any other cause. Hirers are required to give the Bookings Manager a minimum of 6 weeks notice either of occasional cancellation, or termination of the Hiring Agreement.

c. Hire Period.

The hiring period shall be between the times specified on the Confirmation of Booking document. The Hirer should include time needed for preparation and clearing up in establishing the total period of hire required. The Hirer is responsible for making sure that the Facilities are not left unattended and/or unsecured at any time during or at the end of the hire period. Hirers will not be allowed access to the Facilities before the hire start unless with prior approval of the Booking Officer. Adequate time should be allowed at the end of events to ensure that the Facilities are vacated at or before the end of the hire period, so as not to interfere with the needs of other users and to observe the Public Entertainment Licence Conditions for hours of use. Any additional time outside the specified period required for preparation and/or clearing up shall only be permitted with the confirmation of the Bookings Manager.

21. Insurance and Indemnity

a). The Hirer shall be liable for:

(I) The cost of repair of any damage (including accidental and malicious damage) done to any part of the Facilities, including the contents or the boundary thereof).

(II) All claims, losses, damages and costs made against or incurred by CVHC management committee, their employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of the use of the Facilities (including storage of equipment) by the Hirer.

(III) All claims, losses, damages and costs made against or incurred by CVHC management committee, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the Facilities by the Hirer, and subject to sub-clause (b) the Hirer shall indemnify and keep indemnified accordingly each member of the CVHC management committee and the CVHC employees, volunteers, agents and invitees against such liabilities.

b). CVHC shall take out adequate insurance to insure the liabilities described in sub-clause a.(I) above, and is insured against any claims arising out of its own negligence. Where CVHC does not insure the liabilities described in sub-clauses a. (I) and (III) above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence for cover to CVHC Bookings Manager.

22. Cancellation

If the Hirer wishes to cancel the booking 6 weeks or less before the date of the event and CVHC is unable to conclude a replacement booking, the repayment of the fee shall be at the discretion of CVHC.

CVHC reserves the right to cancel any hiring by written notice to the Hirer in the event of:

a) The Facilities being required for use as a Polling Station for a Parliamentary or Local Government election or by-election.

b) Considering such hiring will lead to a breach of licensing conditions, if applicable or other legal or statutory requirements, or that unlawful or unsuitable activities will take place at the Facilities as a result of this hiring.

c) The Facilities becoming unfit or unsafe for the use intended by the Hirer.

d) An emergency requiring the Facilities to be used as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk in similar disasters.

In such case the Hirer shall be entitled to a refund of any fees already paid, but CVHC shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

23. Use of Cranford Village Hall Website

By providing the website owner any images or information provided for use on the Cranford Village Hall Website you agree that we have full rights to use and distribute as appropriate without any monetary reward to the provider of the content.