Failand Village Hall Terms and Conditions of Hire

Registered Charity Number 304540

We look forward to welcoming you to Failand Village Hall and hope your event is enjoyable and successful. These Terms and Conditions apply to all bookings. Please read them carefully and keep a copy for reference.

If you have any questions about the meaning of any clause, please contact the Bookings Coordinator on 07814 178937 (office hours preferred) or email failandvillagehall.booking@gmail.com.

1. Definitions

The Hall – Failand Village Hall and its grounds

Hirer – The individual(s) or organisation named on the Event Booking Form, responsible for compliance with these Terms and Conditions of Hire

Bookings Coordinator – The person authorised by the Failand Village Hall Management Committee to manage bookings

Committee – The Failand Village Hall Management Committee

2. Eligibility and Responsibility

The Hirer must be over 21 years of age and must be present on the premises at all times when the public are present. The Hirer accepts full responsibility for:

- The behaviour and safety of all attendees
- The supervision and protection of the premises, contents, and fabric
- Ensuring compliance with all the Terms and Conditions of Hire

3. Supervision and Care of the Hall

The Hirer is responsible for:

- Preventing damage, however slight
- Ensuring safe and considerate use of the Hall
- Proper supervision of car parking to avoid obstruction of the highway
- Paying for any damage or loss caused during or as a result of the hire

4. Use of the Hall

The premises may only be used for the purpose stated in the Event Booking Form. The Hirer must not:

- Sublet the Hall
- Use the Hall for unlawful or unsuitable purposes
- Bring anything onto the premises that may endanger users, the public or invalidate insurance
- Allow alcohol to be consumed without written permission

5. Payments

Booking Fee: The Hirer will be invoiced within seven days of the provisional booking. **The booking fee must be paid within seven days of receiving this invoice**. The booking is **not** confirmed until payment is received

Extended Weekend Booking (Celebration/Wedding/Event): **A minimum part payment of £250 will be required within seven days of receiving the booking fee invoice,** this will secure the extended weekend booking, with the **balance of the booking fee payable a minimum of six weeks before the event**

Refundable Damage Deposit: **A £250 (£500 for Weekend Package) refundable damage deposit is payable six weeks before the event**. It will be returned after inspection, provided no damage, loss, or breach of conditions has occurred to the Hall

Bar Minimum Spend: **An upfront minimum spend payment of £250 is required if using the bar and is payable six weeks before the event**. If bar takings exceed £250, this amount will be refunded to you

Payments can only be made by bank transfer.

6. Insurance and Liability

The Hirer is liable for:

- The cost of repairing any damage (accidental or malicious)
- Loss of contents
- Damage to the surrounding land

The Hall is insured only against claims arising from its own negligence

7. Licensed Bar and Alcohol

- A staffed bar can be provided by arrangement
- The bar will be closed at 10:30pm unless an extension has been agreed in advance

The Hall is run entirely by volunteers, and we do not tolerate verbal or physical violence, aggression, intimidation, or abuse of any description. The Committee reserves the right for bar staff to close the bar and clear the Hall in the event of disorderly behaviour

8. Legal Compliance

The Hirer must ensure compliance with all relevant legislation, including:

- Licensing Act 2003
- Childcare Act 2006
- Safeguarding Vulnerable Groups Act 2006 (See FVH Safeguarding Policy)
- Food hygiene regulations
- Electricity at Work Regulations 1989
- Fair Trading Laws
- RIDDOR 1995

This includes ensuring that only fit and proper persons with appropriate DBS checks supervise children or vulnerable adults

9. Public Safety and Fire Regulations

The Hirer must follow all fire safety instructions, including:

- Keeping escape routes clear
- Ensuring fire exits are unlocked
- Checking emergency lighting
- Ensuring fire doors are not wedged open or wedged closed
- Calling the Fire Service (and Hall Emergency contact) to any fire or suspicion of fire, however slight

10. Noise Control

The Hirer must ensure minimal noise on arrival and departure, the volume of any live music or discos **must** be turned down at 23:00 and all music is turned **off** by midnight. If using the outside space, this must be set up in the rear garden (**not** the front garden adjacent to children's' play area)

11. Behaviour, Alcohol, and Drugs

The Hirer must prevent:

- Drunk or disorderly behaviour
- Excessive alcohol consumption
- Illegal drug use

Anyone behaving violently, disorderly, or under the influence of drugs or excessive alcohol must be removed from the Hall

Physical violence, aggression, intimidation, or abuse of any description towards volunteers, other users or the public will not be tolerated. Anyone displaying such behaviour will be required to leave immediately, and future bookings may be refused

12. Health, Hygiene, and Food Safety

If preparing or serving food, the Hirer must comply with all food hygiene regulations

13. Electrical Equipment

Any electrical appliances brought onto the premises must be safe, PAT-tested where appropriate, and used safely

14. e-bikes, e-scooters, or other lithium-ion battery powered devices

Charging, storage, or use of e-bikes, e-scooters, or other lithium-ion battery powered devices by hirers or visitors is **prohibited**

15. Stored Equipment

The Hall accepts no responsibility for stored equipment. Anything left behind may incur additional hire fees

16. Smoking & Vaping

Smoking is prohibited inside the Hall. Cigarette ends must be disposed of responsibly outside.

17. Accidents and Dangerous Occurrences

All accidents must be reported to the Bookings Coordinator and recorded in the accident book, and where appropriate reported under RIDDOR.

18. Explosives, Flammables, and Decorations

Combustible decorations without approval of the Committee in writing

Bonfires are not permitted under any circumstances

The Hirer must not bring:

- Fireworks
- Highly flammable substances

19. Heating

No unauthorised heating appliances may be used. LPG heaters are prohibited

20. Animals

No animals except guide dogs are permitted unless agreed in advance. No animals may enter the kitchen

21. Fly Posting

Unauthorised advertising or fly posting is prohibited and may result in prosecution

22. Sale of Goods

If selling goods, the Hirer must comply with Fair Trading Laws and clearly display prices

23. Cancellation

By the Hirer: If the Hirer cancels with less than six weeks' notice of the event, and the committee cannot secure a replacement booking, repayment of the hall booking fee is at the Committee's discretion

By the Hall: The Hall may cancel the booking if:

- Required as a Polling Station
- The event risks breaching licensing or legal requirements
- The Hall become unfit for use
- The Hall is required as a shelter in an emergency (e.g., flooding, fire, snowstorm)

In such cases, fees and deposits paid will be refunded but the Hall is not liable for consequential loss

24. End of Hire

The Hirer must leave the premises:

- Clean and tidy
- Locked and secured (unless instructed otherwise)
- All furniture and equipment returned to original positions, failure to do so may result in additional charges and or loss of deposit
- Lost Property, if not claimed within one month, will be donated/disposed of appropriately

25. Alterations

No alterations, fixtures, or decorations may be installed without written approval. Approved items may become the property of the Hall unless removed without damage

26. No Rights of Tenancy

The Hiring Agreement grants permission to use the Hall but does not create a tenancy or any right of occupation