

VICTORIA HALL SHALDON – Terms and Conditions of Hire

If the Hirer is in any doubt as to the meaning of any of the following, the bookings secretary should be consulted.

Note "Premises" includes the entire Victoria Hall building, the side passage and forecourt and boundary walls and "Trustees" means the Trustees of the Victoria Hall (Registered Charity 201731).

Supervision

1. (a) THE HIRER will, during the period of hiring, be responsible for supervision of the premises, the fabric and the contents, their care, safety from damage however slight or change of any sort, and the behaviour of all persons using the premises whatever their capacity.

(b) THE HIRER shall be responsible for ensuring that the Hirer's use of the premises does not cause a nuisance in the vicinity of the premises.

Use of Premises

2. (a) THE HIRER shall not use the premises for any purpose other than described in the hiring agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same.

(b) Without prior written approval of the Trustees no use of the premises shall be permitted to continue after 2300 hours.

Licences

3. (a) THE HIRER shall be solely responsible for obtaining and ensuring compliance with any licence required to lawfully use the Hall for their intended purposes including PRS/PPL. (NOTE - There are no licences held by the Trustees in relation to the Hall. For advice on activities requiring a licence the Hirer should consult the Licensing Section, Teignbridge District Council, Forde House, Brunel Road, Newton Abbot, TQ12 4XX (01626 361101))

(b) THE HIRER shall obtain the Trustees' written consent before submitting any Temporary Event Notice to Teignbridge District Council in respect of the use of the premises for the sale or supply of intoxicating liquor or a licensable regulated entertainment.

Health and Safety

4. (a) THE HIRER shall be solely responsible for compliance with all Health and Safety requirements (including fire safety and emergency evacuation arrangements) applicable to their use of the premises.

(b) THE HIRER shall ensure that the total number of persons admitted to the premises shall not exceed 220. When people are seated the total number of seated people must not exceed 130.

(c) Without the prior written approval of the Trustees the use of candles, naked flames, portable heating devices or other combustible material is strictly prohibited.

(d) THE HIRER shall be responsible for ensuring that passages, exit routes and exit doors are free from obstruction.

(e) THE HIRER shall ensure that children on the premises are properly supervised at all times and not more than 100 children are admitted without the prior written approval of the Trustees.

(f) THE HIRER shall be responsible for ensuring the safety of any portable electrical equipment provided by the Hirer for use in the premises.

(g) SMOKING INCLUDING THE USE OF E-CIGARETTES IS NOT PERMITTED IN ANY PART OF THE BUILDING.

Insurance and indemnity

5. 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 premises or the contents of the premises

(ii) All claims, losses, damages and costs made against or incurred by the Trustees, 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 premises (including the storage of equipment) by the Hirer, and

(iii) All claims, losses, damages and costs made against or incurred by the Trustees, 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 premises by the Hirer, and the Hirer shall indemnify and keep indemnified accordingly each of the employees, volunteers, agents and invitees against such liabilities.

Cancellation/Termination of Hiring Agreement

6.(a) IF THE HIRER cancels the booking two weeks or less before the period of hire commences, the Trustees reserve the right to charge the amount due under the original booking agreement.

(b) If THE HIRER reduces the period of the booking two weeks or less before the period of hire commences the Trustees reserve the right to charge the amount due under the original booking agreement.

(c) The Trustees reserve the right to cancel the booking by written notice to the Hirer in the event of:

(i) The premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election

(ii) The premises becoming unfit for the use intended by the Hirer

(iii) An emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.

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

(d) (i) The Trustees reserve the right to enter the premises at any time to monitor compliance by the Hirer with the terms of the Booking Agreement and these conditions and to terminate

the booking at any time if the Hirer is in breach of any of their obligations under the Booking Agreement or these conditions

(ii) In the event of such termination the Hirer shall remain liable to pay the Trustees the full charge under the Booking Agreement.

Leaving the Premises

7. At the end of the period of hire, THE HIRER shall be responsible for leaving the premises in a clean and tidy condition, properly locked and secured unless directed by the Trustees otherwise and any contents temporarily removed from their usual positions shall be replaced. Failure to comply with this shall leave the hirer liable to an additional reasonable charge.

No alterations

8. THE HIRER must not make any alterations or additions to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises. There are wooden battens and notice boards where display material can be attached with the prior approval of the Trustees.

Stored Equipment

9.(a) With the exception of equipment or property of the Hirer stored at the premises in accordance with the prior written approval of the Trustees, the Trustees accept no responsibility for any equipment or other property brought onto and left at the premises by the Hirer at the expiry of the booking.

(b) The Trustees may at their discretion dispose of any such as they think fit and the Hirer shall reimburse to the Trustees any storage or disposal costs incurred.

Protection of children and vulnerable adults

10. Other than for a private party, THE HIRER shall ensure that in the case of any activities for children or vulnerable adults only fit and proper persons who have passed the appropriate Disclosure and Barring Services checks have access to the children or vulnerable adults. The Hirer shall provide the Trustees with a copy of their child and vulnerable adults protection policy on request.

Animals

11. THE HIRER shall ensure that no animals (including birds) except assistance dogs are brought into the hall buildings. No animals whatsoever are to enter the kitchen at any time.

12. HOUSE RULES – the HIRER shall read and abide by the House Rules in Appendix 1

SHALDON VICTORIA HALL - CONDITIONS OF HIRE – APPENDIX 1

HOUSE RULES:

The Main Hall floor must be protected if any activity could cause it damage (e.g. the use of water, sand and paint).

NO ADHESIVE TAPE, of any type, may be used to mount display items or the hirer will be liable for the redecoration costs. Blue Tack may be used provided it is removed on vacating the Hall

and any residue wiped off with hand gel or similar. Items may be temporarily fixed to the wooden rail 1.8m above the floor on each side of the hall using drawing pins or push pins. There is a picture rail for hanging heavier items.

Any equipment, jumble and other items belonging to users must be removed no later than the end of the period of hire unless stored in accordance with prior arrangements approved by the Trustees.

All breakages of fittings or equipment must be reported immediately to the Bookings Secretary
Stiletto heels could permanently damage the floor and must not be worn in the hall.

The premises have no onsite parking. If users wish to use the church parking they must apply to the church authorities.

Users are expected to supply their own handwashing liquid/soap for the toilets and their own provisions for the kitchen.

Only one toilet roll is provided in each toilet *which must be replenished if necessary*.

No Dogs are allowed in the Hall (except assistance animals)

No smoking or vaping is permitted in any part of the building

All tables and chairs and other equipment used are to be put away after use.

All areas must be left clean and tidy. Whenever necessary, floors should be swept using the equipment provided. The main Hall floor should only be mopped with water if there has been a spillage which could affect the flooring or subsequent users.

All rubbish must be taken away by the hirer including any waste in the bins in the toilets.

Lights must be turned off before leaving. Ensure the switch for the external lights (immediately inside the front door) is switched off. Internal doors are to be closed.

All windows and external doors (including emergency exits) must be closed and locked.

The heating is to be left switched off.

The key to be left in the external key box by the back door. The access number can be obtained from the bookings secretary.

PLEASE LEAVE ALL AREAS OF THE HALL AS YOU WOULD EXPECT TO FIND THEM

Important information for Hall Hirers

Primary access to the hall is through the door down the side alley. The key for this door is held in the adjacent key safe. The Hirer will be informed of the key safe number on confirmation of booking.

The Hall front door can be opened from the inside and must be locked before leaving the Hall.

There is a disabled access ramp inside the Hall for use with the front door.

Heating controls

The heating should be left off when the hall is not in use.

The heating is controlled from a small 5x5cm unit which you will find at eye-level in middle of wall facing you as you turn right from back door to walk into main Hall.

- * Turn on (and off) by pressing small button on top right of this small screen

- * Screen lights up, then press - or + to adjust temperature up or down.

- * That's it done. DO NOT have temperature too high.

This heating system is very quick and efficient and pre-heating the hall before an event is not required.

Remember to switch off before you leave (press top button).