

Terms and Conditions of Hire

By proceeding with your booking you are deemed to have accepted the following terms and conditions for the hire of the hall. (see clause #5)

Agreements with the Trustees of Souldern Village Hall ("the Village Hall") for the hire of Souldern Village Hall or any part thereof ("the Premises") are subject to these Terms and Conditions of Hire ("the Hire Conditions").

1. Definitions and interpretation

For the purposes of this agreement and the conditions of hire the following definitions apply

- 1.1. The Venue – means Souldern Village Hall, Bovewell, Souldern, Oxon OX27 7JB
- 1.2. The Hirer – means the individual person or organisation as set out on the Booking Form.
- 1.3. The Booking – means the contract between the Hirer and the Trustees of Souldern Village Hall as detailed on the Booking Form.
- 1.4. The Premises – means those parts of the Village Hall as set out in the Booking Form
- 1.5. The Hire Fee – means the amount excluding VAT that the Hirer is required to pay to the Venue as set out on the Booking Form.
- 1.6. The Period of Hire – means the period set out on the Booking Form
- 1.7 The Function – means the activity use as detailed on the Booking Form

If the hirer is in any doubt as to the meaning of any of the conditions, the Bookings Administrator should immediately be consulted

2. Hiring agreement

In consideration of the Hire Fee detailed on the Booking Form, the Trustees of Souldern Village Hall agrees to permit the Hirer to use the Premises for the Function and for the Period(s) detailed in the Booking Form. All details inserted in the Booking Form are part of this Agreement. This Hiring Agreement includes these Standard Conditions and Special Conditions as set out below.

3 Standard Conditions of Hire

3.1 Use of Premises

The Hirer shall not use the premises (including the car park) for any purpose other than that described on the Booking Form and shall not sub-hire or use the premises or allow the premises to be used for any unlawful or unsuitable purpose or in any unlawful way nor do anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol without written permission.

3.2 Age

The Hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are met.

3.3 Supervision

The Hirer, during the period of the hiring, be responsible for: supervision of the premises, the fabric and the contents; care of the premises, safety from damage however slight or change of any sort; and the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway. As directed by the Bookings Administrator, the Hirer must make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

3.4 Insurance and indemnity

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 including its curtilage or its contents.

(ii) all claims, losses, damages and costs made against or incurred by the Village Hall 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.

(iii) all claims, losses, damages and costs made against or incurred by the Village Hall 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

(iv) subject to sub-clause (v) the Hirer shall indemnify and keep indemnified accordingly each Trustee of the Village Hall and the Village Hall's employees, volunteers, agents and invitees against such liabilities.

(v) The Village Hall will take out adequate insurance to insure the liabilities described in sub-clause (i) above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clause (ii) and (iii) above. The Village Hall shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each Village Hall Trustee and the Village Hall's employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the Insurance policy. (c) Where the Village Hall does not insure the liabilities described in sub-clauses (ii) 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 of cover to the Village Hall Secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the Bookings Administrator to re-hire the premises to another hirer.

The Village Hall are insured against any claims arising out of its own negligence.

3.5 Gaming, betting and lotteries

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

3.6 Music copyright licensing

The Village Hall holds The Music Licence under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL).

3.7 Music

The Hirer must have the Village Hall's written permission for performance of live music. Music, whether recorded or live, must stop at 11pm.

3.8 Film

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film.

3.9 Safeguarding children, young people and vulnerable adults

The Hirer shall ensure that any activities for children, young people and other vulnerable adults are comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. Only fit and proper persons who have passed the appropriate Criminal Records bureau checks should have access to the children. When requested, the Hirer shall provide the Village Hall with a copy of their CRB check and Child Protection Policy.

3.10 Public safety compliance

The Hirer must comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and the Village Hall's fire risk assessment 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 Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to the Bookings Administrator.

The Hirer acknowledges that they will familiarise themselves in the following matters:

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
- Location of firefighting equipment.
- Escape routes and the need to keep them clear and inform the audience of these.
- Method of operation of escape door fastenings.
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
- Location of the first aid box.

In advance of any activity whether regulated entertainment or not the Hirer must check the following items:

- That all fire exits are unlocked and are in good working order.
- That all escape routes are free of obstruction and can be safely used for instant free public exit.
- That any fire doors are not wedged open.
- That exit signs are illuminated.
- That there are no fire-hazards on the premises.

3.11 Noise

The Hirer must ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises. Music, whether recorded or live, must stop at 11pm.

3.12 Alcohol

The Village Hall do not have a licence for the sale of alcohol. If the Function includes the sale of alcohol, then the Hirer shall obtain a Temporary Event Notice (TEN) in advance and send a copy to the Bookings Administrator. Alcohol must not be sold to anyone under the age of 18.

3.13 Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall ensure that in order to avoid disturbing neighbours of the hall and avoid violent or criminal behaviour care shall be taken to avoid excessive consumption of alcohol. No illegal drugs may be brought onto the premises. Drunk and disorderly behaviour is not permitted either on the premises or in its immediate vicinity. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises in accordance with the Licensing Act 2003.

3.14 Food, 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, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are provided with a refrigerator but not a thermometer.

3.15 Electrical appliance safety

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there are safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided the Hirer must make use of it in the interests of public safety.

3.16 Stored equipment

The Village Hall accepts no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or fees will be charged for each day or part of day at the hire fee per hiring until the same is removed.

The Village Hall may, use its discretion, dispose of any items brought onto the premises for the purpose of the hiring. This may result in the Village Hall Trustees disposing of such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

3.17 Smoking

The Hirer shall, and shall ensure that the Hirer's invitees, comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises. The Hirer shall ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

3.18 Accidents and dangerous occurrences

Any failure of Village Hall equipment or equipment brought in by the Hirer must be reported as soon as possible. The Hirer must report all accidents involving injury to the public to one of the Village Hall Trustees as soon as possible.

3.19 Explosives and flammable substances

The Hirer shall ensure that highly flammable substances are not brought into, or used in any part of the premises and that no internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are erected without Village Hall consent.

3.20 Heating

The Hirer shall ensure that no unauthorised heating appliances are used on the premises when open to the public without Village Hall consent. Portable liquefied propane gas (LPG) heating appliances shall not be used.

3.21 Animals

The Hirer shall ensure that no animals (including birds) except guide dogs, hearing dogs and assistance dogs are allowed on the premises, other than for a special event agreed to by the Village Hall. No animals whatsoever are to enter the kitchen at any time.

3.22 Fly posting

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and shall indemnify and keep indemnified the Village Hall Trustees accordingly against all actions, claims and proceedings arising from any breach of this Condition. Failure to observe this Condition may lead to prosecution by the local authority.

3.23 Cancellation

If the Hirer cancels the booking before the date of the event the following schedule applies:

- Up to 4 weeks before the event – the Village Hall will return in full the deposit and any fees already paid
- Between 2 and 4 weeks before the event - the Village Hall will return the deposit and 50% of any hire fees already paid
- Less than 2 weeks before the event – the Village Hall will return the deposit but retain any hire fees already paid
- The booking fails to proceed - the Village Hall will return the deposit but retain any hire fees already paid

The Village Hall reserve the right to cancel this Agreement by giving the Hirer written notice in the event of:

- The premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;
- Reasonable consideration that (a) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (b) unlawful or unsuitable activities will take place at the premises as a result of this hiring;
- The premises becoming unfit for the use intended by the Hirer;
- 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 will be entitled to a refund of any deposit already paid, but the Village Hall will not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

3.24 End of hire

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the Village Hall shall be at liberty to make an additional charge which may be deducted from the deposit.

3.25 No alterations

No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles in any way to any part of the premises without our prior written approval of the Bookings Administrator. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Village Hall remain in the premises at the end of the hiring. Such items will become the property of the Village Hall unless removed by the Hirer who must make good to the satisfaction of the Village Hall any damage caused to the premises by such removal.

3.26 No rights

This Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on you.

4 Special Conditions of Hire

All functions must end promptly by midnight to comply with the Public Entertainment Licence.

4.1 Fire

The Hirer must ensure that all precautions are taken against the risk of fire and damage to the premises. Instructions for what to do in event of a fire can be found on the notice board inside the hall entrance. The Village Hall does not have a telephone so please ensure that an accessible mobile phone is available at all times.

All means of exit from the premises must be kept free from obstruction and immediately available for instant public exit. In case of fire people should exit and gather across the car park onto the playing field.

4.2 Opening and Closing the Village Hall

Arrangements for access to the Village Hall is through a key safe next to the front door. The access code will be shared a few days before the event by the Bookings Administrator.

On leaving the event please ensure all lights have been turned off, all doors locked and the key returned to the key safe with the code scrambled.

Please ensure that the hire period includes any set up and clear up time as any outside caterers, contractors or other helpers will not be able to enter before or leave after the hire period.

4.3 Furniture

Please ensure care is taken when moving chairs (use of the trolley provided is recommended) and tables from the storeroom in order to avoid injury. When returning the chairs and tables to the storeroom please stack them neatly.

4.4 Consideration for Others

Please ensure that guests leave quietly at the end of the event especially later at night.

The Hirer will not use drawing pins or tape on the walls or other surfaces, the use of Blu-Tack to put up notices or decorations is acceptable. Do not fix decorations near light fittings or heaters.

Please leave the Village Hall clean and tidy. Please ensure that table tops and chairs are wiped clean before being stacked in the storeroom. Please put all rubbish in the wheelie bins by the back door: Green – general rubbish (landfill); Blue – recycling of card, paper, clean tins, clean plastic bottles/containers; Brown – food or flower waste. Glass bottles should be placed in the bottle bank in the car park.

4.5 Use of Recreational Facilities

Souldern Playing Fields and Playground is managed by Souldern Parish Council and is available for use by the public. The Hirer should be aware that in the event of any accident occurring to themselves or their guests during the period of hire, no claims can be made against Souldern Village Hall Trustees.

Hirers should be aware that only the hall may be reserved exclusively for private use; the Playground and Playing Fields is a public facility.

Souldern Parish Council has Public Liability Insurance for general public use of Souldern Playing Fields and Playground. This insurance does not specifically cover Public Liability for Hire of or part of the Playing Fields for private events associated with hire of the Village Hall, including use of equipment e.g. Bouncy Castles used for private events. The Hirer should ensure that they have adequate Public Liability Insurance in place for use of such equipment.

4.6 Payment

Payment is due within the Terms of Payment as laid out in the Hire Charges & Terms document. Please note we do not accept cheques.

A deposit is required for all one-off private events. If the hall is not left in an acceptable state deductions will be made before the deposit is returned.

5 Acceptance

These Terms and Conditions will have been made available to the Hirer at the time of making the booking. By proceeding with the booking the Hirer is deemed to have accepted these terms and conditions.