

TERMS AND CONDITIONS

STANDARD CONDITIONS OF HIRE

For the purposes of these conditions, the term HIRER shall mean an individual hirer or, where the hirer is an organisation, the authorised representative. Please consult a committee member should any of the following need clarification.

The hall may be hired until 11.30pm. Hire ends at these designated times and adequate time to clear away should therefore be allowed at the end of your event. Alternatively should you wish to clear away the next day one hour slots may be arranged when making your booking at an additional hourly rate. The period of hire must include adequate time for setting up and clearing away.

An invoice will be raised upon acceptance of your booking and is payable with the deposit in advance of your event. For the rates of hire please refer to our hire rates schedule.

Hire rates are subject to review every 12 months.

Hire of the hall is subject to the following terms and conditions:

1. *Supervision*

The hirer will, during the period of the 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: including proper supervision of car parking arrangements so as to avoid obstruction of the highway. The hirer shall ensure that the minimum of noise is made on arrival and departure.

2. *Use of the Premises*

The hirer shall not use the premises for any purpose other than that 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 or render invalid any insurance policies in respect thereof.

You agree not to exceed the maximum permitted number of people per room including the organisers/performers.

Total: **60** persons

The hirer confirms that they, or any of their event guests, will not access or use the field and land adjacent to the hall, which is private property.

3. *Deposit*

If a deposit has been paid. We will refund the deposit within 28 days of the termination of the period of hire provided that no damage or loss has been caused to

Ballingham Village Hall

Ballingham, Herefordshire, HR2 6NH

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Registered charity no: 1078279

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the premises and/or contents, nor complaints made to us about noise or other disturbance during the period of the hiring as a result of the hiring.

4. *Licences*

A licensed bar may be arranged by the hirer with the Village Hall Management Committee, and this should be indicated on the booking form where required. Alcohol consumption by persons under the age of 18 must not be permitted.

The hall has a licence with the Performing Right Society (PRS) for the performance of copyright music from **Phonographic Performance Licence (PPL)**.

We have a Premises Licence authorising entertainment and the sale of alcohol. You hereby acknowledge receipt of a copy of the conditions of the Premises Licence and/or Operating Schedule for the premises, in accordance with which the hiring must be undertaken, and agree to apply with all obligations therein. If we believe that a Temporary Event Notice (TEN) would be in our best interests for this hiring, we can require you to give notice of a TEN.

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.

6. *Public Safety Compliance*

The hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Local Magistrates' Court or otherwise, particularly in connection with any event which includes public dancing or music, or other similar public entertainment or stage plays.

Compliance with existing Gov.UK regulations relevant to the health and safety of users is expected. Event risk assessments will be undertaken by Village Hall Managers who will provide information, guidelines, signage and cleaning materials as required. The hirer is responsible for ensuring compliance with specific criteria, including the number of attendees, social distancing measures and any relevant criteria during the hire period.

7. *Health and Hygiene*

The hirer shall, if preparing, serving or selling food observe all relevant food health and hygiene legislation and regulations.

8. *Smoking*

The hirer shall ensure that no smoking takes place anywhere in the building. This includes the use of e-cigarettes.

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9. *Electrical Appliance Safety*

The hirer shall ensure that any electrical appliances brought by him to the premises must be tested under the usual regulations and be safe and in good working order. Where a residual circuit breaker is provided under terms of the PEL or CPL, the hirer must make use of it in the interests of public safety.

10. *Indemnity*

The hirer shall indemnify the Committee for the cost of repair of any damage done to any part of the property including the curtilage thereof or the contents of the buildings which may occur during the period of the hiring as a result of the hiring.

11. *Insurance*

The hirer shall be responsible for making arrangements to insure against any third party claims which may lie against him or her (or the organisation if acting as a representative) whilst using the Village Hall. (The Village Hall is insured against any claims arising out of its own negligence).

12. *Accidents and Dangerous Occurrences*

The hirer must report all accidents involving injury to the public to a member of the Management Committee as soon as possible. Any failure of equipment either that belonging to the hall or brought in by the hirer must also be reported as soon as possible. Certain types of accident or injury must be reported on a special form to the local authority. The Hall Secretary will give assistance in completing this form. This is in accordance with the Executive Reporting of Injuries, Diseases and Dangerous Occurrences regulation 1995.

13. *Animals*

The hirer shall ensure that no animals (including birds) except guide dogs are brought into the hall, other than for a special event agreed to by the Committee. And no animals whatsoever are to enter the kitchen at any time.

14. *Compliance with The Children Act*

The hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons have access to the children (See VHIS No.5).

15. *Publicity*

The hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the Hall, and shall indemnify the Committee accordingly against all action, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

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16. Sale of Goods

The hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, the hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address and that any discounts offered are based only on Manufacturer's Recommended Retail Prices.

17. WiFi policy

Reference should be made to our WiFi policy which is published on our website.

18. Cancellation

Ballingham Village Hall Management Committee reserve the right to apply discretion to a hirer who cancels a booking, though the following criteria may apply:

Cancellations by the Hirer:

Regular users are those who book on a regular basis i.e. weekly for classes, monthly or bi-monthly for meetings and quarterly for weekend bookings ~ cancellation or no show within 14 days may incur a charge of 50% of the fee. Cancellation within 7 days may incur the full hire charge.

Occasional users and one-off bookings ~ cancellation within 14 days or a no-show may incur the full hire charge.

Cancellation by Ballingham Village Hall Management Committee:

Ballingham Village Hall Management Committee may need to cancel an existing booking if there is a legal requirement for the hall to be used, eg for election purposes.

19. Unfit for Use

In the event of the hall or any part thereof being rendered unfit for the use for which it has been hired, the Committee shall not be liable to the hirer for any resulting loss or damage whatsoever.

20. Refusal of Booking

The Committee reserves the right to refuse a booking without notice or to cancel this hiring agreement at any time whether before or during the term of the agreement upon giving 7 days notice in writing to the hirer.

The hirer shall be entitled upon such notice to reimbursement of such monies including the deposit or a proportion of the same as have been paid by the hirer to

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the Committee by the Committee shall not be liable to make any further payment to the hirer.

21. 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 committee shall be at liberty to make an additional charge. It is the responsibility of the hirer to remove and dispose of all rubbish. Your deposit will be returned once the Committee are satisfied that all the above terms and conditions have been duly complied with by the hirer. When stacking and putting away the chairs and tables or moving any equipment around the hall before, during or after hire please refrain from scraping anything against the interior walls. A fee for any damage to the paintwork will be deducted from your deposit.

Tea-towels, tablecloths and linen are not provided, but are available to hire separately for an additional cost. Posters, banners, etc are only to be fixed to the special stand provided. No responsibility whatsoever can be taken for any personal belongings used or left in the village hall.

22. Good practice guidelines

Reference should be made to our good practice guidelines, and these should be adhered to during the period of hire.

Reviewed & updated: March 2025 Ballingham Village Hall