

## **SOUTH ZEAL VICTORY HALL**

### **STANDARD TERMS AND CONDITIONS OF BOOKING**

#### **For your information**

If you have any questions or problems regarding the hire of the hall, either in advance of or during the hire please contact:

Booking: Ewa Farwell, Booking Clerk southzealvictoryhall@gmail.com 07739 401638

Problems with the hall: Dawn Watkins, Caretaker 01837 840946

Keyholder: Fi Reddaway fireddaway@gmail.com 07850 305040

During the winter months, the central heating system will have been turned on for you. If however you require further heating, the overhead heaters are operated by a 50p meter. The meter is in the electrical cupboard outside the main hall fire exit, immediately opposite the entrance door. There is a key for this on the hirer's key ring.

The Management Committee endeavours to ensure that the hall is always available for use with all services working and in a safe and clean condition. Should anything not be to your satisfaction please contact the caretaker and /or complete an entry in the Complaints Book kept in the kitchen. All complaints are dealt with and minuted in the Management Committee meeting minutes.

**Please ensure that you know what to do in the event of a fire in the hall. Read the Hirer's Fire Safety Summary which is both on the Hall's website and is available to download from there. Printed copies are available in the hall's kitchen and upon request (see clause 13(a).)**

**Only use the side lane for disabled person entry and exit and as an emergency exit. All equipment must be carried in and out of the hall using the main doors at the front (clause 30.)**

**The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning (see clause 29.)**

#### **STANDARD CONDITIONS OF HIRE**

The South Zeal Victory Hall Management Committee exists to ensure that the Victory Hall is maintained for and is therefore available for use by the community in perpetuity. For this to happen, we are sure that hirers will understand that this means that the hall must be used in a legal, safe and responsible manner at all times.

These Standard Conditions apply to all hiring of the Victory Hall. If the Hirer is in any doubt as to the meaning of the following, the Booking Clerk should immediately be consulted.

##### **1. Supervision**

The Hirer shall, 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 all relevant Covid-19 guidance), including proper supervision of car parking arrangements so as to avoid obstruction of the highway. As directed by the Secretary, the Hirer shall 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.

##### **2. Use of 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 nor allow the consumption of alcohol thereon without written permission.

##### **3. 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.

##### **4. Licences**

The Victory Hall holds a Performing Society Rights Licence which permits the use of copyright music in any form e.g. record, compact disc, tapes, radio, television or by performers in person. If other licenses are required in respect of any activity in the Hall the Hirer should ensure that they hold the relevant license or the Victory Hall holds it.

## 5. Alcohol

No supply of alcohol may be made under the hall's Premises Licence. If the hirer is planning to supply alcohol themselves, or wishes to use the hall outside the hours specified in section 6 below, he/ she will need to apply to West Devon Borough Council for a Temporary Event Notice at least ten days before the event. The hall is only allowed a maximum of 12 such notices per annum and are issued on a first come first served basis.

## 6. Licensable events

Where a licensable event is to be held for which the premises, or that part of the premises, are not licensed, the hirer shall be responsible for obtaining such authorisation as may be needed.

The following licensable activities are authorised by the hall's Premises Licence:

- A performance of a play (indoors)
- A performance of live music (indoors)
- Any playing of recorded music (indoors)
- A performance of dance (indoors)
- Entertainment of a similar description to that falling within the above four activities (indoors)
- Entertainment facilities for making music (indoors)
- Entertainment facilities for dancing (indoors)
- Entertainment facilities of a similar description to that falling within the above two activities (indoors)
- Provision of facilities for making music (indoors)
- Provision of facilities for dancing (indoors)
- Provision of facilities for entertainment of a similar description to that falling with the above two activities (indoors)

The above activities are all licensed to be carried out during the following times:

Monday to Thursday	9.00am – Midnight
Friday	9.00am – 1.00am
Saturday	9.00am – 11.45pm
Sunday	9.00am – 10.30pm

The premises are licensed for a capacity of 200 for music and dancing and 152 theatre style seating.

## 7. Hall key

The Hirer is responsible for the safety of the hall key, which must be retained in the hirer's possession at all times, not being lent or given to any other party.

## 8. Cancellation by hirer

If the booking is cancelled more than 28 days ahead of the booking date, there will be no hire charge. If the booking is cancelled between 7 to 28 days ahead of the booking date, 25% of the hire charge will be payable. If the booking is cancelled less than 7 days ahead of the booking date, the full hire charge will be payable. In exceptional circumstances and short term (4-day) quarantine of the hall due to an outbreak of Covid-19 the Management Committee will consider a full refund with chairman's decision final if bookings have to be cancelled at short notice through no fault of the hirers (see also Section 27).

## 9. Hire charge payment

The hire charge is required to be paid in advance at all times. The hall keys cannot be released otherwise.

## 10. Presence and compliance

The Hirer agrees to the Committee to be present (by its authorised representative if appropriate) during the hiring and to comply fully with this Hire Agreement.

## 11. Standard Conditions of hire

It is hereby agreed that the Standard Conditions of Hire shall form part of the terms of this Hire Agreement.

## 12. Contracts (Rights of Third Parties) Act 1999

None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 or a person who is not named as a party to this agreement.

## 13. 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 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.

(a) The Hirer acknowledges that they have received instruction in the following matters as found in the Hirer's Fire Safety Summary, which is both on the Hall's website and is available to download from there. Printed copies are available in the hall's kitchen and upon request.

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
- The location and use of fire equipment.

- Escape routes and the need to keep them clear.
- 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.

(b) In advance of an entertainment or play the Hirer shall check the following items:

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

#### **14. Means of Escape**

(a) All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.

(b) The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

#### **15. Outbreaks of Fire**

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the secretary of the management committee.

#### **16. 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 fridge.

#### **17. Electrical Appliance Safety**

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989.

#### **18. Indemnity**

For a commercial hire (where either the Hirer or a third party intends to make a profit no matter how small) then the Hirer shall ensure that they have Public Liability Insurance sufficient to cover (a) the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises (b) all claims, losses, damages and costs 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 (c) all claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer. Non-commercial hirers are not required to have any additional insurance

(b) The Hirer shall take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against the Hirer's liability under paragraph 18(a) and all claims arising as a result of the hire and on demand shall produce the policy and current receipt or other evidence of cover to the Hall Secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the Hall to be rehired to another hirer.

The Victory Hall is insured against any claims arising out of its **own** negligence.

#### **19. Accidents and Dangerous Occurrences**

The Hirer must report all accidents involving injury to the public to a member of the Village Hall management committee **as soon as** possible and complete the relevant section in the Village Hall's accident book. Any failure of equipment belonging to the Village 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 Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

#### **20. Explosives and Flammable Substances**

The hirer shall ensure that:

(a) Highly flammable substances are not brought into, or used in any part of the premises and that

(b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the management committee. No decorations are to be put up near light fittings or heaters.

#### **21. Heating**

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the management committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

## **22. Drunk and Disorderly Behaviour and Supply of Illegal Drugs**

The Hirer shall ensure that in order to avoid disturbing neighbours to the hall 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 on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk nor to any person 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 shall be asked to leave the premises. No illegal drugs may be brought onto the premises.

## **23. Animals**

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into 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.

## **24. Compliance with The Children Act 1989**

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 who have passed the appropriate Criminal Records Bureau checks have access to the children (checks may also apply where children over eight and vulnerable adults are taking part in activities). The Hirer shall provide the Village Hall committee with a copy of their Child Protection Policy on request.

## **25. 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 each member of the Village Hall's management committee 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.

## **26. 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 Manufacturers' Recommended Retail Prices.

## **27. Cancellation by the Hall**

If the Hirer wishes to cancel the booking before the date of the event, see clause 8. The Victory Hall reserves the right to cancel this hiring by written notice to the Hirer in the event of:

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

(b) the Victory Hall management committee reasonably considering that (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring

(c) the premises becoming unfit for the use intended by the Hirer

(d) 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.

(e) the premises being closed at short notice and placed under a 4-day quarantine period due to a concern about possible Covid-19 infection.

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

## **28. 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. The hirer is responsible for removing all of their rubbish and recycling.

## **29. Noise**

The Hirer shall 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.

## **30. Use of side lane**

Only use the side lane for disabled person entry and exit and as an emergency exit. All equipment must be carried in and out of the hall using the main doors at the front.

### **31. 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 a day at the hire fee per hiring until the same is removed.

The Victory Hall may, in its discretion in any of the following circumstances, namely-

(a) in respect of stored equipment, failure by the Hirer either to pay any storage charges due and payable or to remove the same within 7 days after the agreed storage period has ended

(b) in respect of any other property brought on to the premises for the purposes of the hiring, failure by the Hirer to remove the same within 7 days after the hiring dispose of any 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.

### **32. No Alterations**

No alterations or additions may be made 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 without the prior written approval of the Hall Secretary. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Victory Hall remain in the premises at the end of the hiring. It will become the property of the Victory Hall unless removed by the hirer who must make good to the satisfaction of the hall or, if any damage caused to the premises by such removal.

### **33. No Rights**

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