

SOUTH ZEAL VICTORY HALL

(COMMITTEE OF MANAGEMENT)

REGISTERED CHARITY NO. 300974

07543 443819, southzealvictoryhall@gmail.com



TERMS & CONDITIONS OF HIRE

These conditions apply to all hirings of South Zeal Victory Hall.

If the Hirer is in any doubt as to the meaning of the following, please contact the Secretary via email in the first instance.

1 Making a Booking

1.1 Hirer's Contract with South Zeal Victory Hall

When a Hirer makes a booking application and this has been accepted by the Secretary by way of an invoice being issued, this constitutes a contract between the Hirer and South Zeal Victory Hall. Payment will be due for this booking by the date shown on the invoice, unless the booking has been cancelled in accordance with these conditions of hire. If the reservation is not cancelled, the contract continues to exist and payment will be due.

1.2 Key

Upon payment of the hire invoice in full, please text the Secretary on 07543 443819 as confirmation quoting your invoice number and hire date. Upon confirmation of payment the Secretary will text the hirer with the key box code for the date or the hire, in order to obtain the key.

The key is the sole responsibility of the hirer and must be returned to the key box immediately following the end of the hire.

Under no circumstances is the key to be taken away from the premises, left unattended or handed to a person who is not the hirer.

1.3 Hirer's Responsibility

By agreeing a booking at South Zeal Victory Hall, the Hirer accepts the responsibility of being in charge of the premises for the whole of the Hire Period and ensuring that all conditions in this document are met, including those relating to the management and supervision of the premises.

1.4 Hire Times

Start and finish times for your hire period will be agreed on your invoice. You must not enter the premises before the start of your hire period and you must leave by the end of the period, as there may be another hire starting immediately. It is the Hirer's responsibility to ensure that they have enough time within the booked period to allow for set-up beforehand and clear-up afterwards.

1.5 Minimum Hire Period

The minimum hire is one hour. Overnight bookings are acceptable providing they meet these terms and conditions.

1.6 Age Limitations

Bookings are only accepted from persons aged 21 years or older

1.7 **Hall Capacity**

The main hall offers a maximum capacity of 200 for music / dancing. 152 for theatre style layout and a recommended 120 maximum when fully seated at tables

The booking form requires the hirer to state approximately how many persons will attend their event during the hire period.

Hirers MUST NOT exceed the maximum capacity levels for fire, safety and insurance purposes.

1.8 **Cancellations**

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. A refund or credit for a future booking will be issued by South Zeal Victory Hall for those cancellations meeting the requirements.

1.9 **Deposit**

A £50 deposit is required for all bookings of a party or social gathering nature, and/or food / drinks / refreshments being prepared, cooked or provided. This deposit is against damage and failure to leave the hall clean as found. This sum will be completely separate from the hire fee, and will be invoiced separately. The deposit against damage or breakage would be returned within 7 days after the event, once the premises have been inspected for damage or loss.

2 Hirer's Responsibilities

2.1 **Responsible Person**

Every hirer for an event in South Zeal Victory Hall shall appoint a Responsible Person who will manage the event for the duration of the hire. The Village Hall management will assume that the Hirer will be the responsible person, unless told otherwise. Hirers may delegate responsibility for management of their event, but must inform the Secretary at least 12 hours beforehand.

In the case of commercial hire, all persons in attendance from that organisation will be deemed to be responsible for an event, unless the Bookings Secretary has been informed otherwise.

2.2 **During the Hire Period**

During the hire period, the Responsible Person shall:

- ensure that no-one associated with the hiring enters the premises before the start of the hire time;
- be in attendance throughout the event;
- look after the fabric and contents of the building to make sure there is no damage;
- control the behaviour of their guests/members/invitees both inside the building and in the immediate surroundings to avoid inappropriate behaviour;
- ensure that there is no excessive noise emitted from the building: windows and doors shall be kept closed if necessary and amplified music must not be played at a level which would

- cause complaint from nearby residents;
- ensure that the minimum of noise is made on arrival and departure, particularly late at night and in the early hours of the morning;
- implement the Hirer's fire safety responsibilities detailed in the fire safety documents, available on the South Zeal Victory Hall website and the hirer/user information folder inside the hall entrance:
- ensure that any activities permitted by the Premises Licence finish by the times stated in the Licence, see section 4;
- ensure that there are no performances which involve danger to the public or are of a sexually explicit nature;
- ensure that the event finishes on time, so that the premises can be vacated by the end of the hire period;
- control the numbers attending the event to ensure that the legal limits for the premises are not exceeded.

2.3 At the End of the Hire Period

The Responsible Person shall ensure that by the end of the hire period:

- all equipment, materials or other items that have been brought onto the premises by the hirer are removed;
- the lights are switched off;
- all Victory Hall equipment used has been put away in its normal storage place;
- all tables and chairs are cleaned and are returned to the appropriate storage area where they were removed from;
- the kitchen is cleaned and tidy;
- all rubbish that may have been generated during the event is removed from the premises and taken away from the hall – please note the Victory Hall does not have a refuse collection service;
- the premises and surrounding area are left in a clean and tidy condition, all floors swept/washed as appropriate;
- all windows are closed and that the building is locked;
- the premises are vacated;
- the key is left in the key box.

2.4 Decorations

The hirer shall only fix decorations in a manner which does not leave permanent marks or require redecoration; the costs of any repair will be charged. All decorations are to be removed prior to the end of the hire.

2.5 Table and Chairs

Tables and chairs are provided for use by the hirers. It is the hirer's responsibility to arrange the tables and chairs safely, leaving sufficient space between rows of chairs for entry and exit

2.6 Damage Reparation

If, despite their best efforts, there has been damage to the premises, fixtures, fittings or contents during the hire period, the Hirer must inform the Secretary immediately via email and the hirer will be held liable for the cost of reparation. See section 6.

2.7 Car Parking

Vehicles associated with the Hirer's event, must be parked tidily and with consideration for the access requirements of local residents.

2.8 Use of the Premises

The hirer shall only use the premises for the purposes specified and agreed at the time of booking, shall not sub-hire the premises nor use them for any purpose which is unlawful. The Hirer shall not do anything or bring anything onto the premises which may endanger the building or invalidate any insurance policies.

2.9 Compliance with Legislation and Regulations

Hirers must observe and enforce any legislation or regulations which may affect their hire of the Hall, including:

- the Gaming, Betting and Lotteries legislation;
- the requirements of the Children Act 1989 and associated regulations and guidance relating to the safeguarding of children;
- Health and Hygiene regulations for preparing, handling, serving and selling food: the premises are provided with a refrigerator;
- the national smoking ban in public buildings;
- fair trading legislation;
- age restrictions on the public screening of some films.

2.10 Accidents and Dangerous Occurrences

The Hirer must report to the Secretary all accidents involving injury to the public and complete the relevant section in the Victory Hall's accident book, which is located near the first aid box in the kitchen.

Any dangerous failure of equipment belonging to the Victory Hall or brought in by the Hirer must be reported to the Secretary immediately.

Certain types of serious accident or injury have to be reported by the Hall Management to the Health and Safety Executive as a RIDDOR Report, see <http://www.hse.gov.uk/riddor/index.htm> . To assist with this, all serious injuries must be reported directly to the Secretary immediately, including:

- accidents resulting in a person's death;
- accidents requiring hospital treatment.

There is no need for the Hall management to report incidents where people are taken to hospital purely as a precaution, when no injury is apparent.

2.11 Public Safety Compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority and the Licensing Authority, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided, or which is attended by children.

2.12 Hirers' Electrical Appliances

The Hirer shall ensure that any electrical appliances brought by them for use on the premises shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Hirers will be responsible for any incidents (such as fire or electric shock) caused by electrical appliances brought into the premises and will be held liable for the repair of any resulting damage.

It is the responsibility of the Hirer to check that the electricity supply is appropriate for any equipment used and that any equipment used will not endanger, overload or damage the electricity supply, circuits, wiring, plugs, sockets, switchboards or other equipment in the Hall. We require that Hirers should consult with the Secretary before they bring any high-powered equipment into the Hall, e.g. cooking equipment etc. Commercially provided or hired equipment (e.g. sound equipment, lighting systems etc.) shall have in-date InSitee test.

2.13 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;
- b) no decorations are put up very close to sources of heat;
- c) candles are not used in the building.

2.14 Drunk and Disorderly Behaviour and Supply of Illegal Drugs

The Hirer shall ensure that steps are taken if necessary to avoid excessive consumption of alcohol, in order to avoid disturbing neighbours to the hall and to avoid violent or criminal behaviour. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall neither 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.

2.15 Heating Appliances

The Hirer shall ensure that no unauthorised heating appliances are used on the premises without the consent of the Hall management. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

2.16 Animals

The Hirer shall ensure that no animals (including birds) except assistance dogs are brought into the premises, other than for events agreed to by the Hall management. No animals whatsoever are to enter the kitchen at any time.

3 Sale of Alcohol

It is illegal to sell alcohol on the premises without a licence. **If the hirer is planning to supply alcohol themselves, they 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 they are issued on a first come first served basis

4 Licences held by South Zeal Victory Hall

South Zeal Victory Hall holds the following licences for the benefit of Hall users:

4.1 Premises Licence

The Premises Licence authorises the following regulated entertainment and licensable activities:

- a) A performance of a play
- b) Performance of live music
- c) Playing of recorded music
- d) Performance of a dance
- e) Entertainment of a similar description to that falling within a performance of live music, any playing of recorded music, or a performance of dance
- f) Entertainment facilities for making music
- g) Entertainment facilities for dancing
- h) Entertainment of a similar description to that falling within entertainment facilities or making music or dancing

For full details of permitted timing for different activities, users should see the Premises Licence itself, which is available on the Victory Hall website:

For licensable activities which fall outside the scope of the Hall's own Premises Licence, Hirers will need to serve a Temporary Event Notice (TEN) on West Devon Borough Council. Please advise the Secretary if you are doing this. Further information on TENS can be found at: <http://eastdevon.gov.uk/licensing/alcohol-and-entertainment/temporary-event-notices/information-about-a-temporary-event-notice/>

4.2 Music Performance Licence

The Victory Hall holds a Performing Rights Society/Phonographic Performance Ltd combined licence (The Music Licence) which permits the use of copyright music in any form, e.g. from record, compact disc, tapes, radio, television, from any other sources or else live, by performers in person. It includes virtually all commercially released music available from the UK and from around the world.

4.3 Other Licences

If other licences are required in respect of any activity in the victory hall the Hirer should ensure that they hold the relevant licence.

5 Cancellation of a Booking by South Zeal Victory Hall

South Zeal Victory Hall reserves the right to cancel a hiring by written notice or email to the Hirer in the event of:

- a) The premises being required for use as a Polling Station for a European, Parliamentary or Local Government election or by-election.
- b) The Hall management reasonably considering that (i) such hiring will lead to a breach of licensing conditions or other legal or statutory requirements, or that (ii) unlawful or unsuitable activities will take place at the premises as a result of the 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) An occasional special event, at the discretion of the Secretary, which requires the cancellation of a regular user session.

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

6 Insurance and Indemnity

The Hirer is responsible for insurance of their own events and activities at the hall. Overnight hire will require additional risk assessments to be provided by the hirer to the Victory Hall Secretary to cover this activity.

6.1 Third Party and Public Liability Insurance

The Hall has its own third party and public liability insurance and will extend this to non-commercial events. The Hirer will be responsible for paying any excesses on this insurance. This extension to the Hall's third party and public liability insurance does not cover contact sports including martial arts or the use of bouncy castles or other inflatable devices which are at the Hirer's own risk.

Commercial events must carry their own insurance for public liability and third-party risks.

6.2 Hirer's Liability

The Hirer shall be liable for:

- a) the cost of repair of any damage (including accidental and malicious 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 made against or incurred by the Victory Hall management, staff, 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
- c) all claims, losses, damages and costs made against or incurred by the Victory Hall management, staff, 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, the Hirer shall indemnify and keep indemnified each member of the Victory Hall management and staff, volunteers, agents and invitees against such liabilities.

6.3 Negligence by South Zeal Victory Hall

South Zeal Victory Hall is insured against any claims arising from its own negligence.

6.4 Hirer's Property and Equipment

The Victory Hall accepts no responsibility for any property or equipment brought to or left at the Hall by the Hirer or for equipment stored at the premises by the Hirer and all liability for loss or damage is hereby excluded. Hirers should have their own insurance to cover their property.

7 Removal of Property and Equipment

All equipment and other property (other than stored equipment) brought onto the premises by the Hirer must be removed at the end of each hiring or fees will be charged for each day or part of a day until the same is removed, unless an agreement is in place with the Secretary

If the Hirer fails to

- a) pay any charges due and payable in respect of stored equipment or property or to remove the same within 7 days after the agreed storage period has ended; or
- b) remove any equipment or property brought onto the premises for the purposes of the hiring;

then the Victory Hall management may 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.

8 No Alterations

No alterations or additions may be made to the premises nor may any fixtures or fittings be installed in any way to any part of the premises without the prior approval of the Victory Hall management.

Any alteration, fixture or fitting or attachment so approved may, at the discretion of the Victory Hall management, remain in the premises at the end of the hiring. It would then become the property of the Village Hall, unless previously removed by the Hirer. Repair of any resulting damage will be chargeable to the Hirer.

9 No rights

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

10 Privacy Policy

South Zeal Victory Hall will maintain security of all personal information it receives from hirers, members, trustees, staff and volunteers according to the Privacy Policy for User Data, which can be found on the website.

11 Safeguarding

South Zeal Victory Hall implements safeguarding procedures in line with its Safeguarding Policy which governs all interactions between the Victory Hall and hirers, members, trustees, staff and volunteers.

In addition, hirers must implement Safeguarding Policies and Procedures of their own which apply to all those who attend an event in the Victory Hall during their period of hire. If hirers do not have their own Safeguarding Policies and Procedures, it is a condition of hire that they agree to adopt and implement the policies published by the Victory Hall.

The South Zeal Victory Hall safeguarding policy is available on the website.

12 Discrimination

Hirers shall not discriminate against any person who attends or wishes to attend their function in the Victory Hall on the grounds of sex, sexual orientation, age, religion or belief, ethnicity, or disability in accordance with the Equality Act 2010.

13 Digital safety

An internet connection via wifi is provided in the hall for the use of hirers. The access to this network is not secure and users must adopt appropriate precautions to safeguard their privacy when using it.

14 Complaints

The Management Committee strives 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 anyone listed below 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.

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

Booking Enquires: Mel Bickell, Secretary 07543 443819 southzealvictoryhall@gmail.com
Problems with the hall: Dawn Watkins, Caretaker 01837 840946
Jane White, Chairperson 07805 052521