

TERMS & CONDITIONS OF HIRE

January 2025

Chilton Village Hall and Community Room are provided by Chilton Parish Council for the benefit of the inhabitants of the Parish of Chilton and for any other purpose the Management Committee may allow as long as it does not interfere with the above.

Agreements with Chilton Village Hall Management Committee (VHMC) for the hire of Chilton Village Hall and Community Room or any part thereof ("the Premises") are subject to these Terms and Conditions of Hire ("the Hire Conditions").

Any use of the space outside of the building e.g gas barbecues require permission from Parish Council.

1. Bookings – See Booking's Acceptance Policy

Chilton VHMC welcomes hirers from the Parish of Chilton and from further afield for both private and commercial activities. It is the policy of the VHMC not to discriminate directly or indirectly against any hirer on the grounds of race, gender, sexual orientation, age, disability, religious or political beliefs or marital status.

Hire Period

The booking should state start and finish time of require hiring, this includes setting up and clearing up time. The Hirer is expected to leave the spaces in a condition suitable for the next hirer. The booking system automatically ensures that there is a gap of 30 minutes between hirings to facilitate access to and from the car park.

Payment terms

1. For a single booking, payment is due as soon as booking accepted. This will confirm the booking

Cancellation by the Hirer

1. No charge if cancelled 4 weeks or more before a booking
2. 50% of booking charge is due if cancellation is between 4 and 1 weeks before a booking
3. 100% of booking charge is due if cancellation is 1 week or less before a booking

Cancellation by the VHMC

The VHMC reserves the right to cancel a hiring as indicated in the Bookings Policy.

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

Regular Bookings

The VHMC welcomes Regular Hirers, however it reserves the right to cancel all, or part of, certain bookings in favour of one-off bookings. Such cancellations shall not occur more than once a month, and at least six weeks' notice shall be given of such cancellation.

2. Hirer's responsibilities

The Hirer undertakes to ensure that they have an understanding of the Hire Conditions for the time being in force.

The Village Hall and the Community Room comply with the No Smoking law under the Health Act 2006 and dogs are not permitted with the exception of Assistance Dogs.

The Hirer undertakes to be present, or arrange for sufficient adult representatives to be present, throughout the hiring to ensure compliance with the terms and conditions.

The Hirer shall not

- sub-let or use the Premises for any purpose other than that described in their Booking Application
- use the premises or allow the Premises to be used for any unlawful or immoral purpose or in any unlawful way
- do anything or bring onto the Premises anything which may endanger the Premises or render invalid any insurance policies in respect thereof
- allow the use of banned drugs on the Premises
- allow smoking in the Premises, in the patio area or in the vicinity of the entrances.

During the hire

The Hirer shall be responsible during the period of hire for:-

- Being familiar with, and complying with, the guides provided for the use of Chilton Village Hall and Community Room
- Ensuring that the Premises are kept secure for the duration of the hire
- Supervision of the use of the Premises and the care of its fabric and contents
- Ensuring that the purpose and conduct of the hire does not disrupt the use of any other room hired by other persons
- Ensuring that any temporary fittings and fixtures comply with Health and Safety guidance, and in particular ensuring that any decorations used are not a fire hazard. Decorations may not be fixed to the walls or ceilings.
- Ensuring that any equipment or electrical appliances brought onto the Premises and used there shall be certified safe and in good working order, and used in a safe manner
- Ensuring that no Barbeques, LPG appliances or highly flammable substances are brought into the Premises
- Ensuring that they and their attendees recognise the fact that the Premises are situated in a village and conduct themselves accordingly by, for example, taking care not to slam car doors, especially late at night, and not playing music or making other sounds at inappropriate levels
- Conforming with the Village Hall Bouncy Castle policy See below

At the end of the hire

The Hirer shall be **immediately** responsible for:-

- Ensuring that the Premises (including foyer, kitchen, kitchen appliances and toilets as appropriate) are left clean and tidy and that the floors are carefully swept **ready for the next hirer.**
- Rubbish must be removed from the site at the end of the hire. PUT IN SKIP OR REMOVED FROM SITE IF SKIP IS FULL.
- Ensuring that all equipment, chairs and tables have been returned to their storage positions safely
- Ensuring all lights are SWITCHED OFF
- Ensuring the Premises are cleared of people and the building secured, except for any facilities or room or public area in use by another continuing hire

Temporary Decorations and Displays

Party decorations or posters MUST NOT be attached in any way to the walls or ceilings or doors of any of the halls.

No screws or nails shall be driven into the premises or furniture and no placards shall be affixed to any part of the premises.

Bouncy Castles

Bouncy castles must leave sufficient clearance from the ceiling to avoid damage. The ceiling is 2.5m high. Bouncy Castle providers must have full liability insurance to cover any damage.

3. Health and Safety

Fire

The Fire Brigade MUST be called to any outbreak of fire, however slight, and details given to the Village Hall Management Committee.

The Hirer shall ensure

- Emergency Exit" signs are kept illuminated
- Emergency exits, fire extinguishers, alarm points are not obstructed.
- Prior to the start of an event indicate the fire exits and Evacuation Meeting Place to the persons attending the event
- Adequate walkways are available to allow free and easy access and egress and not blocked with items such as buggies, wheelchairs or mobile scooters
- No gas cylinders or canisters are used inside the Premises.
- Combustible materials are not placed adjacent to heat sources
- Equipment is used for the purpose for which it was designed.
- Flammable or hazardous substances are not to be used.
- No open fires, candles or unauthorised electrical equipment will be used on the Premises.

The Evacuation Meeting Place for the Village Hall is at the corner of the Car Park next to the Church and for the Community Room on the Open Space by the Gym Equipment. No person may re-enter the Hall without the permission of the Fire Brigade.

Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to the Booking Secretary soon as possible, and complete the relevant section in the Village Hall's Accident Book. The hirer shall ensure the appropriate medical assistance is sought, or an ambulance is called.

Any failure of equipment, either that belonging to the Village Hall, or brought in by the Hirer must also be reported as soon as possible.

4. Reimbursement to VHMC in the event of damage or misuse of property (Indemnity)

The Hirer shall take good care of and shall not cause damage or permit or suffer any damage to be done to, the hired premises, or any part or parts thereof, to any fittings, equipment or other property therein.

It shall be the responsibility of the hirer to satisfy himself/herself that the premises, furniture, fixtures and fittings are fit for his purpose.

As directed by the Village Hall, 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

If the hall is not left in an acceptable state, the VHMC will invoice the hirer. These deductions represent the cost of paying overtime to our cleaning staff.

Car Parking

Vehicles are parked at owner's risk and may be parked only in the marked spaces.

Stored equipment

The VHMC may provide storage space, including lockers, for regular users, and may charge a deposit for the use of a key to these storage spaces. These keys remain the property of the Village Hall, and, on request, must be returned to the VHMC.

The VHMC accepts no responsibility for any stored equipment or other property brought onto or left at the premises and all liability for loss or damage is hereby excluded. All equipment and other property, other than that stored on the premises by agreement, must be removed at the end of each hiring or storage period. The VHMC may dispose of any such items 7 days thereafter at its discretion, by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer daily storage fees and costs incurred in storing and selling or otherwise disposing of the same.

5. Premises Licence and other relevant legislation

The Hirer is responsible for:

- Conforming to the terms of the Premises Licence granted to the Village Hall, including, but not limited to, permitted hours for licensable activities (serving alcohol, playing live or recorded music).
- Ensuring that Alcohol is not served to any person under the age of 18 years.
- Ensuring no excessive noise occurs, particularly late at night or early morning, with a minimum of noise being made by any person on arrival or departure
- The Hirer shall ensure that the users:
 - do not contravene the law relating to gaming, betting, and lotteries
 - comply with all conditions and regulations required by the Licensing Act, particularly in connection with events which include public dancing or music, or stage plays, or films, or similar entertainment taking place at the premises.

A breach of this condition may lead to prosecution by the local authority.

Music Licences

The Hirer is responsible for ensuring that they have an appropriate music licence.

The VHMC is responsible for obtaining a PRS (Performing Rights Society) licence, which covers all users. Therefore, in general, private hire does not require any additional licence.

If the Hirer is operating as a business, or is organising an event where the profit does not go entirely to the voluntary organisation, then the hirer is responsible for obtaining a PPL licence (Public Performance Licence).

Children or vulnerable adults

Child Protection Policies are the responsibility of the Hirer.

For all bookings involving children or vulnerable adults, except private parties where the Hirer is a family member, the Hirer is required to have their own safeguarding policy and must ensure that those who work with young people or vulnerable adults hold a current DBS certificate.

The Hirer shall ensure that any activities at the Premises for children or vulnerable adults comply with current legislation in that regard and that only fit and proper persons have access to children or vulnerable adults

Public Health

The Hirer is responsible for conforming to all Public Health legislation and guidance that relates to the control of viral pandemics or diseases such as Covid-19 and to take reasonable precautions to stop the spread of the virus

6. 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.

Approved by Chilton Parish Council January 2025.