



Woodbury Village Hall

Conditions of Hire

These conditions apply to all hirings of Woodbury Village Hall. If the Hirer is in any doubt as to the meaning of the following, the Hall Bookings Secretary should be consulted.

1 Making a Booking

1.1 Hirer's Contract with Woodbury Village Hall

When a Hirer makes a reservation and this has been agreed by the Bookings Secretary or his delegate, this constitutes a contract between the Hirer and Woodbury Village Hall. Payment will be due for this reservation whether the Hirer actually makes use of it or not, unless it has been cancelled. If the reservation is not cancelled, the contract continues to exist and payment will be due.

1.2 Hirer's Responsibility

By agreeing a reservation at Woodbury Village 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.

1.3 Hire Times

Start and finish times for your hire period will be agreed with the Bookings Secretary. 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 Hirer's responsibility to ensure that they have enough time within the booked period to allow for set-up beforehand and clear-up afterwards.

1.4 Minimum Hire Period

No room may be booked for less than one hour.

1.5 Booked Facilities

You must only use the rooms that you have booked, in addition to common facilities such as toilets.

1.6 Age Limitations

Bookings are only accepted from people aged 21 years or older.

1.7 Cancellations

Cancellations made within five days of an event may be charged at up to 50% of the agreed rate. Cancellations cannot be made retrospectively.

1.8 Deposit

A deposit may be required for certain events. There are two types of deposit:

- Advance payment of part of the hire fee on account; this sum would be deducted from the final invoice.
- A deposit against damage or breakages; this sum would be completely separate from the hire fee, which would be payable separately. The deposit against damage or breakage would be returned after the event, provided all is well.

1.9 Private Parties

Bookings for private parties finishing after 7pm are only accepted from within the parish of Woodbury, including Woodbury Salterton and Exton. Exceptions may be made at the discretion of the directors.

2 Hirer's Responsibilities

2.1 Responsible Person

Every event in Woodbury Village Hall shall have a Responsible Person who will manage the event on the day. 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 Bookings Secretary beforehand.

In the case of clubs and societies, all officers of 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, as cleaning and maintenance activities may be taking place;
- be in attendance throughout the event;
- ensure that only the rooms that have been booked are actually used;
- 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 Village Hall website: <https://www.woodburyvillagehall.org.uk/documents> ;
- liaise with other users if necessary, e.g. concerning shared use of the kitchen for teas and coffees;
- 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.

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 heating, extractor fans and lights are switched off;
- all Village Hall equipment used has been put away in its normal storage place;
- all rubbish that may have been generated during the event is removed from the premises;
- the premises and surrounding area are left in a clean and tidy condition;
- all windows are closed and that the building is locked, or if other users are present elsewhere in the building, that the room and entrance door used by the Hirer are left 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.

2.5 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 Bookings Secretary and will be held liable for the cost of reparation. See section 6.

2.6 Car Parking

Cars associated with the Hirer's event, whether parked in the car park or in the street near the Hall, must be parked tidily and with consideration for the access requirements of local residents.

2.7 Contracted Use of 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.

2.8 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.

2.9 Accidents and Dangerous Occurrences

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

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

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 Hall Management as soon as possible, 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.

2.10 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.

2.11 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 Bookings Secretary before they bring any high powered equipment into the Hall, e.g. cooking equipment etc. Commercially provided or hired equipment (e.g. bouncy castles, sound equipment, lighting systems etc.) shall have in-date PAT testing.

2.12 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, e.g. filament light bulbs;
- c) candles are not used in the building (night lights in jam-jars are permitted).

2.13 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.

2.14 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.

2.15 Animals

The Hirer shall ensure that no animals (including birds) except guide 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 alcohol will be on sale, you will need to advise the Bookings Secretary and serve a Temporary Events Notice (TEN) on East Devon District Council at least 10 clear days before the event. Follow this link for TENS:

<http://www.eastdevon.gov.uk/licensing/alcohol-and-entertainment/temporary-event-notices/> A fee is payable to EDDC.

4 Licences Held by Woodbury Village Hall

Woodbury Village 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) An exhibition of a film
- c) An indoor sporting event
- d) A performance of live music
- e) Any playing of recorded music
- f) A performance of dance
- g) Entertainment of a similar description to that falling within a performance of live music, any playing of recorded music or a performance of dance.

The times when the above activities are permitted are summarised here, but for exceptions and full details of permitted timing for different activities, users should see the Premises Licence itself, which is available on the Village Hall website: <https://www.woodburyvillagehall.org.uk/documents> .

Summary of times when the above activities are permitted:

Monday to Saturday	9.00am to 1.00am
New Year's Eve	9.00am to 1.00am
Sunday	9.00am to 11.00pm

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 East Devon District Council. Please advise the Booking Secretary if you are doing this. Further information on TENS can be found at: <http://eastdevon.gov.uk/licensing/beer-and-entertainment/temporary-event-notice/information-about-a-temporary-event-notice/>

4.2 Music Performance Licence

The Village 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 Film Licence

Woodbury Village Hall holds an MPLC (Motion Picture Licensing Company) Umbrella Licence which permits the showing of films from over 1000 studios. This permission is for events and organisations where showing a film is not the only activity, e.g. a village society or a children's party. Films shown may be from the Hirer's personal library of home entertainment DVDs/download files or from any legal retail or rental source. Advertising is restricted, but may be placed at Woodbury Village Hall and by direct contact (e.g. email) with members of your organisation or with other closed groups (e.g. invitees to a party).

4.4 Other Licences

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

5 Cancellation of a Booking by Woodbury Village Hall

Woodbury Village 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 Village 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 Bookings Secretary, which requires the cancellation of a regular user session.

In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the Village 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 events and activities at the hall.

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 Village Hall management, 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, and
- c) all claims, losses, damages and costs made against or incurred by the Village Hall management, 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, the Hirer shall indemnify and keep indemnified each member of the Village Hall management and the Village Hall's employees, volunteers, agents and invitees against such liabilities.

6.3 Negligence by Woodbury Village Hall

Woodbury Village Hall is insured against any claims arising from its own negligence.

6.4 Hirer's Property and Equipment

The Village 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.

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 Village 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 Village Hall management. Any alteration, fixture or fitting or attachment so approved may, at the discretion of the Village 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

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

11 Safeguarding

Woodbury Village Hall implements safeguarding procedures in line with its Safeguarding Policy which governs all interactions between the Village Hall and hirers, members, trustees, employees 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 Village 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 Village Hall.

The Woodbury Village 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 Village 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.