

## HOUGHTON VILLAGE HALL (HVH)– TERMS AND CONDITIONS OF SINGLE-USE HIRE

These terms and conditions relate to those who are hiring Houghton Village Hall for a single event. Consult the Bookings Secretary if there is in any doubt as to the meaning of terms or any aspects of the following, via [bookings@houghtonvillagehall.org.uk](mailto:bookings@houghtonvillagehall.org.uk).

### 1) Definitions of terms used in this document:

- a) Houghton Village Hall (HVH) refers to the Registered Charitable Trust of that name and its board of Trustees.
- b) Harborough District Council (HDC) is the licensing body for activities at HVH.
- c) “The Premises” refers to all HVH buildings and all parts of the grounds (the grounds) which are the subject of this Hire Agreement.
- d) “Hall Care Deposit” refers to money, aside from the payment of any hire fees, that HVH requires a hirer to pay for use should the Hirer or his/her guests or employees cause damage to the premises or otherwise violate terms of this hire agreement.

### 2) In advance of the hire date the Hirer shall:

- a) pay to HVH the fees set out in the invoice by bank transfer or cheque (cash is not accepted) within 4 working days of the date on the invoice, including any additional fees for evening opening or for special arrangements. HVH reserves the right to cancel any booking without notice if the fees are not received by the due date. Where bookings are made more than 2 months in advance, the hirer may, if they wish, pay the Hall Care deposit and half the hire fee, with the remainder due at least one month before the event.
- b) ensure the event does not exceed the maximum number of people: Main Hall: Seated at tables or lecture style – 96. Meeting Room: 20 boardroom style, 30 lecture style.
- c) insure The Hirer and members of The Hirer’s organisation and invitees against all claims arising as a result of the hire and on demand produce a policy or other evidence of cover to the Bookings Secretary. (HVH is insured against claims arising out of its own negligence.)
- d) indemnify HVH for the cost of any repair for any damage done to any part of The Premises, including the grounds, and any replacement, or any loss or damage to the furniture, equipment, and fittings
- e) familiarise themselves with all legislation which is pertinent to their intended use including ensuring that any activities for vulnerable adults and young children

- are run by fit and proper persons who have passed the appropriate checks
- f) observe the requirements and responsibilities as laid down in the licence for public dancing or music, posted on the notice board in the entrance lobby
- g) indemnify HVH against any claims or proceedings in respect of copyright fees or damages arising out of their use of The Premises
- h) be responsible for obtaining a Temporary Event Notice (TEN) from Harborough District Council if alcohol will be sold. Permission must be obtained from the Bookings Secretary before any application is submitted and a copy of the TEN must be sent to the Bookings Secretary.
- i) not sublet or use The Premises for any unlawful purpose
- j) ensure that nothing is done on or in relation to The Premises in contravention of the law relating to gaming, betting, or lotteries and that no performances involving danger to the public shall be given. No exhibition, demonstration or performance of hypnotism shall be given to any person.
- k) ensure that no animals except guide dogs are brought into the hall or grounds other than for a special event agreed to by HVH. No animals whatsoever are to enter the kitchen at any time.
- l) ensure that no fireworks or other incendiary devices are brought, or used, at the Premises
- m) ensure that the Premises are not opened before 09.00 and closed not later than 23.30. Exceptionally these times may be varied by agreement with the Bookings Secretary.
- n) note that The Premises do not open for any purpose on Sundays after 18.00 or from Christmas Eve and New Year’s Day inclusive, plus the 2<sup>nd</sup> of January where this is a statutory holiday, or between Good Friday and Easter Monday inclusive
- o) note that the Premises will only be available to hire after 19.00 by explicit and exceptional permission of HVH, which may seek additional deposits or assurances before giving approval. To request permission, a fully completed evening hire request form must be emailed to the Bookings Secretary at least 4 weeks before the date of the event.
- p) seek permission from the Bookings Secretary for the erection of any bouncy castle, or fete stall in the grounds for which an additional fee will be due.
- q) seek permission from the Bookings Secretary for live music, a disco or similar and provide details of how disturbance to the neighbours will be minimised. All music or dancing must finish by 22.30.
- r) note that smoking is not permitted in any of the hall buildings. Should anyone smoke in any building, the

liability will rest with the hirer and not HVH and the Hirer accepts this.

s) make no alterations or additions to any part of The Premises without the prior approval of the Bookings Secretary

t) accept that the hiring agreement constitutes permission only to use The Premises and confers no tenancy or other right of occupation on the Hirer

u) A Hall Care Deposit of at least £50 is payable which HVH shall, at its discretion, retain (or retain in part) to make good any damage, undertake additional cleaning caused by the hire, meet any supplementary hire charges due to over-running the agreed times, or additional work caused by not leaving the hall as found. This does not affect HVH's statutory rights in respect of damage costs in excess of the amount deposited.

### **3) Cancellations and changes. If the Hirer wishes to:-**

a) cancel a booking before the date of the event, HVH will, at its discretion, charge as follows:

- I. cancellation more than 8 weeks before the event – full refund
- II. cancellation between 8 and 2 weeks before the event – 50% refund
- III. cancellation less than 2 weeks before the event – no refund
- IV. the Hall Care Deposit will always be refunded

b) amend the agreed hire times or dates, HVH will consider such requests provided at least 48 hours' notice of such request is given. There is no automatic right to extend or reduce a hire time. An administration fee of £10 will be charged for any and each change, plus any additional hire fees. HVH reserves the right to deduct these from the Hall Care Deposit if they are not paid in advance of the event.

### **4) During the period of hire. The Hirer(s) will be continuously in attendance and be responsible for:**

- a) ensuring the Hirer, or the Hirer's representative, arrives promptly. If the Hirer or their representative has not arrived within 20 minutes of the agreed start time, the hall will be locked, and no refund of hire fees will be given.
- b) receiving the Checklist from the Advisor before the event, completing the Checklist at the end of the hire period, and leaving this for the Advisor
- c) ensuring that guests park responsibly, with due regard to the Hall's neighbours, and do not alter the position of the traffic cones
- d) ensuring that all approaches to, and ways from, exit doors, are free from obstruction

e) observing all relevant food health and hygiene legislation and regulations when preparing, serving, or selling food

f) supervision and care of The Premises, the fabric, and contents, to avoid damage, however slight

g) the behaviour of all persons using The Premises, in any capacity

h) limiting the numbers attending as set out in 2(b) and ensuring 2 supervising persons over the age of 18 are always present when The Premises are being used

i) ensuring that noise is controlled so as not to disturb local residents before, during and after the event

j) ensuring highly flammable substances, portable gas appliances and naked lights, particularly candles, are not used at any time unless prior permission has been granted by HVH

k) ensuring all accidents involving injury are recorded in the accident report book, which is located in the kitchen cupboard adjacent to the fridges, and also on the end of session checklist

l) ensuring Fire Exits are kept closed and unlocked

m) ensuring the Fire Service is called to any outbreak of fire. Details of any incidents must be recorded on the end of session form even if the Fire Service are not called.

n) ensuring that any electrical appliances brought onto The Premises and used there are safe and in good working order and used in a safe manner

o) users of the Main Hall must allow users of the Meeting Room access to the toilets, via the exterior of the Hall

p) users of the Hall must be considerate towards users of the Meeting Room and vice versa.

### **5) At the end of the hire The Hirer will:**

a) remove all items and clothing brought on to The Premises and remove **ALL** rubbish from the Premises on the day. HVH cannot accept responsibility for anything left in the Hall or grounds.

b) replace all chairs, tables, and contents back in their designated positions and leave The Premises and surrounds in a clean and tidy condition, properly locked and secured

c) turn off lights and dishwasher and turn down thermostats (where appropriate)

d) remove the parking cones from the street and stack them in the entrance lobby

e) ensure that the toilets are clean and tidy, ready for subsequent users

f) ensure that the whole of The Premises are vacated by the end of the rental period.

**6) The Village Hall Trustees and Management Committee (HVH)**

- a) reserve the right to refuse any application for hire
- b) reserve the right of admission for one or two members of the committee to any function, for any period
- c) shall not be liable to the hirer for any resulting loss or damage in the event of The Premises, or any part thereof, being rendered unfit for the use for which it has been hired
- d) will not be responsible for any loss or damage to the property of hirers, their guests, or event attendees, including cars, whilst on the Premises, however caused
- e) reserves the right to cancel, including at short notice, subsequent parts of a multi-event hire should the hirer significantly breach these terms and conditions
- f) reserves the right to cancel a hiring, if necessary, at short notice, in the event of any part of The Premises being required for use as an election polling station or in case of public emergency, in which case the hirer shall be entitled to a refund, but no compensation for consequential losses.

**7) Data Processing**

HVH collects the personal data of hirers – name, email address, postal address, and phone number – to manage the booking and hiring process. Our Data Protection Policy sets out what data we collect, how we use it, who has access to the data and how we keep it safe. A copy of the policy is available via our website or can be requested from [bookings@houghtonvillagehall.org.uk](mailto:bookings@houghtonvillagehall.org.uk).