

# Dalham Village Hall Terms and Conditions of Hire

Registered Charity No 304875

**The management of Dalham Village Hall is vested in Dalham Village Hall Committee (DVHC) whose powers and composition are defined in the Constitution, a copy of which is available from the DVHC Secretary.**

## **1 General:**

- a. The Village Hall is a NON SMOKING venue. In addition, the law states that there must be No Smoking within 5 metres of any external door to the Hall. Any area used for smoking must be left clean by the Hirer.
- b. Please be aware that the Village Hall is on the main village street, adjacent to private houses, access to these premises must not be restricted.
- c. Where the Terms and Conditions of Hire mention or refer to Regulations or Acts of Legislation a reference (ref:) will guide the Hirer to information which should be read.

## **2 Acceptance of Terms and Conditions:** Use of the Village Hall is subject to the following Terms and Conditions. The Hirer must agree to abide by the Terms and Conditions of Hire and sign the Hire Agreement (covering a period of up to 12 months) before using any of the Village Hall Facilities.

## **3 Bookings and Hiring:**

- a. The Village Hall may be hired by anyone 21 years old or over.
- b. The named person on the Hire Agreement must be present during the period of hire as the responsible adult. Prior to the Hire the Booking Secretary will show the Hirer round the Hall and explain the use of the facilities.
- c. When the Hirer is not known to the Bookings Secretary, the Hirer will be asked to produce personal identification and proof of address.
- d. Bookings will only be accepted on a completed Hire Agreement Form DVHCB1 submitted to the Bookings Secretary or other nominated member of the DVHC.
- e. The Bookings Secretary has the right to refuse a booking of the Village Hall provided the action is reported to the DVHC. The DVHC may refuse use of the Village Hall facilities if they consider that the hiring would lead to a breach of the Terms and Conditions of the hire or if for whatever reason the premises are considered unfit for the intended use.
- f. The Hirer will agree to enforce the Dalham Village Hall Terms and Conditions of Hire for the period of the hire. Any incident arising from the result of failing to comply with the Terms and Conditions of Hire will be the sole responsibility of the Hirer.
- g. The Hirer shall not sublet the Village Hall or any part thereof.
- h. The hire of the Village Hall does not entitle the Hirer to use or enter the premises at any time other than the specific hours for which the Hall has been hired, unless prior arrangements have been made with the Bookings Secretary.

## **4 Maximum Capacity:** Fire regulations restrict the number of persons occupying the property to:

**Main Hall - 120 persons; Main Hall seated at tables - 84**

We recommend a maximum of 60 seated.

**5 Opening Hours:** The Village Hall will normally be available for hire between 9.00am to 11:00 pm throughout the year.

**6 Hire Charges:**

	<b>Hall Only</b>	<b>Plus Kitchen</b>	<b>Hall + Kitchen</b>
	Per Hour	Per Hour	Per Day (5hrs +)
Dalham residents*	£7.50	£17.50	£80.00
Non resident	£12.00	£22.00	£120.00
Business – residents*	£17.00	£27.00	£200.00
Business - non-residents	£25.00	£35.00	£200.00

**Polling Station**

**£200.00**

**Refundable bond** - for Weddings, Parties, Dances and Business use: £150.  
Dalham Village Hall Committee reserves the right to increase or decrease the bond at their discretion. The bond is refundable seven days after the event.

**Outside Catering:** a charge may be levied depending on requirements.

**Extra cleaning:** An extra two hours will be charged for private parties.

**Concessionary Rate:** at the discretion of Dalham Village Hall Committee:

- for events of special interest and benefit to the Local Community.
- Long Term Regular Bookings, blocks of more than 10 sessions

**7 Hiring Payment Policy:**

- A deposit of 50% of the Hire Charge must be paid on the initial booking of the Village Hall facilities and will act as confirmation of the booking.
- A bond may be required against damage or loss incurred to the premises and or contents by the Hirer or persons associated with the event.
- The balance of hiring fee and required bond must be paid in full at least two weeks before the event. If the full payment is not received before this time the Village Hall may be let to another hirer.
- Cheques will be cashed to account upon receipt and the hire charge will be forfeit if the booking is cancelled less than two weeks before the event.
- The Hirer is responsible for any damage, accidental or otherwise, caused to the Hall, its property or its environs, occurring during the period of hire, and will be responsible for any reinstatement cost. Any damage or failure of equipment must be reported to the Booking Secretary. Any failure of equipment should be notified to the Booking Secretary.
- The bond will normally be repaid in full seven days after the event unless damage, loss or extra cleaning is deemed necessary. Deductions will be made before any refund and extra charges may be levied if, in the opinion of the DVHC, cleaning, damage or loss, exceed the value of the bond. Any refund of the bond will be delayed until the full extent of costs have been assessed.

**8 Supervision:**

- The Hirer must not engage in any activity which prevents them from exercising general supervision. When the premises or any part of them are used for public entertainment there shall be a minimum of two persons 18 years old or over on duty where under 100 persons are attending the entertainment. When the majority of persons are less than 16 years old and/or many people with disabilities are

expected to attend, the number of adult supervisors will be increased according to Local Council requirements. All persons on duty shall be instructed in their essential roles with respect to fire and other emergencies.

- b. The Hirer shall, during the period of 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.
  - supervision of the behaviour of all persons using the premises whatever their capacity.
  - supervision of car parking arrangements so as to avoid obstruction of the highway.

**9 Safety of Vulnerable Children and Vulnerable Adults:**

The Hirer is reminded of their possible statutory obligations to children and adults who may be vulnerable.

The Hirer must ensure that current best practice for safe guarding children and vulnerable adults is observed at all times.

Please refer to Dalham Village Hall Access & Equality statement on Dalham Village Hall website at [www.dalham.com/](http://www.dalham.com/)

**10 Health and Safety:** Please refer to Health & Safety Guidance on Dalham Village Hall website [www.dalham.com/](http://www.dalham.com/).

The Hirer must at all times act to ensure the health and safety of those using the Hall and must ensure that, when applicable, current statutory duty of conditions imposed by the enforcing authorities is complied with for the duration of the Hire Agreement.

- a. Upon completion of the Hire Agreement the Hirer will ensure that they have received instruction in the following matters:
- The action in the event of fire, includes calling the Fire Brigade and evacuation of the Hall.
  - The Location and use of the fire and first aid equipment.
  - Escape routes and the need to keep them clear.
  - Method and operation of escape door fastenings.
- b. In advance of entertainment or play the Hirer shall check the following items:
- That all fire exits are unlocked and escape routes clear of obstruction.
  - That fire doors are not wedged open.
  - That exit signs are illuminated.
  - That there are no obvious fire hazards on the premises.

**Outbreak of FIRE – the Fire Brigade shall be called however slight the fire**

**The use of naked lights, burners, candles, fireworks and Chinese Lanterns are prohibited**

**Barbecues:** At the time of booking the Hirer must seek the permission of the DVHC to use a Barbecue.

**Telephone:** A telephone for use in emergency is inside the store cupboard to the left.

**11 Electrical Equipment Safety:** The Hirer shall ensure any electrical equipment brought onto the premises is safe for its intended use and is used in compliance with current Electrical Safety Legislation.

- 12 Public Liability Insurance:** Appropriate Public Liability Insurance will be held by the Dalham Village Hall Committee for the use of the facility. Hirers are advised to consider the need for their own Public Liability or other insurance to cover their activities.
- 13 Licences:** The Hirer shall ensure that the Hall holds a Performing Society Rights Licence which permits the use of copyright music in any form ie. record, compact disc, tapes. radio, television or by performers in person. If other licences are required in respect of any activity in the Hall the Hirer must ensure that they hold the relevant licence or that the Hall holds it.
- 14 Sale of Alcohol:** The Village Hall is **not** licensed for the sale of alcohol. No alcohol is permitted to be sold on any part of the premises without express permission of the DVHC in writing. With written agreement from the DVHC the Hirer will be responsible for submitting the necessary Temporary Event Notice (TEN) to the Licensing Authority and the Chief Fire Officer no later than 10 working days before the event. A copy of the TEN must be on the premises during the event. The Police and Local Authority have rights of entry to the premises to assess the likely effect of the TEN on crime prevention.  
**The sale or consumption of Alcohol to those under 18 years is prohibited.**
- 15 Sale of Goods:** The Hirer shall, if selling goods on the premises, comply with the Sale of Goods Act 1979 (as amended).
- 16 Betting, Gambling and Lotteries:** Nothing shall be done on or in relation to the premises in contravention of the law relating to betting, gaming and lotteries and the Hirer shall ensure that the requirements of the relevant legislation are strictly observed.
- 17 Storage:** The permission of the Booking Secretary must be obtained before goods or equipment can be stored in the premises overnight. There is no capacity for storage on a long term basis.
- 18 Car Parking:** Parking is available in the car park for up to ten cars, including 2 for the Disabled. An additional four cars can be parked on the Street adjacent to the Hall. **Vehicles must not be parked on the highway except as indicated** or at the entrance to the Village Hall. We would advise you to supervise parking when a high attendance is expected. We encourage you arrive by coach/minibus whenever possible.
- 19 Loss of Property:** The DVHC accept no responsibility for damage to, or loss of, or the theft of Village Hall users' property or effects.
- 20 Animals:** The Hirer shall ensure that no animals (or birds) are brought into any part of the premises. The only exceptions will be guide dogs or a special event agreed by the DVHC. No animals whatsoever are to enter the kitchen at any time.
- 21 Nuisance:**
- a. Hirers and organisers of events in the Village Hall are responsible for ensuring that the noise level at their function is not such as to interfere with others within the premises or to cause inconvenience or annoyance to occupiers of nearby houses.
  - b. Hirers should note that the Hall is fitted with a **Noise Limiter**. If sounds exceed the pre-set levels the amber and red warning lights will light sequentially as a warning. If the sound remains too loud for a period of 10 seconds the mains power is disconnected for a period of ten seconds and is then automatically reconnected. The sequence will keep repeating if the noise continues to exceed the set level.

**Live and recorded music is only allowed to be played in the grounds of the Village Hall during official Village organised events.**

- c. People should avoid all undue noise on arrival and departure especially late at night.
- d. The DVHC reserve the right to terminate a booking where the Hiring has become disorderly or where offensive material or behaviour is in evidence.

**22 Fireworks and Pyrotechnics:** Due to the close proximity of thatched cottages and farm animals there is a total ban on the use of fireworks or any form of pyrotechnics in or around the Village Hall.

**23 Cancellation of Hiring:** If the Hirer wishes to cancel the booking before the date of the event 14 days notice must be given in writing or no refund will be given except in exceptional circumstances at the discretion of the DVHC. The Committee reserve the right to cancel any hiring by written notice to the Hirer in the event of:

- a. the premises being required as a Polling Station.
- b. the DVHC considering that such a hiring will lead to a breach of the licensing conditions, if applicable, or other legal or statutory requirements, unlawful or unsuitable activities taking place 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 victims of disaster.

In any such case the Hirer shall be entitled to a full refund of any money already paid, but the DVHC shall not be liable to the Hirer for any resulting direct or indirect loss or damage whatsoever.

**24 End of Hiring:** The Hirer will be responsible for:

- a. leaving the premises and surrounding area in a clean and tidy condition.  
**All floors used should be vacuumed.**
- b. folding all tables and placing them in the storage trolley, stacking all chairs carefully no more than eight high with the side facing for easy removal. On no account are stacks of chairs to be dragged across the floor, please use the trolley provided.
- c. checking electrical appliances, including cookers, are switched off.
- d. disposing of all rubbish in the wheelie bins, or if the bins are full, removing from the site.
- e. ensuring all internal doors are closed, the external doors and windows are closed and locked at the end of the event and the building is left in a safe condition, with particular regard to FIRE.
- f. blinds are drawn
- g. the override switch, to the left of the entrance, is switched OFF
- h. the key locked in the key safe.

Jan.17