



## Hook Village Halls Charitable Association

A Private Company Limited by Guarantee

Company Registration No 06042998

Registered Office: Elizabeth Hall, Raven Rd , Hook , RG27 9HH

Telephone No 01256 760442

Email Address: [enquiries@hookvillagehalls.org.uk](mailto:enquiries@hookvillagehalls.org.uk)

Website: [www.hookvillagehalls.org.uk](http://www.hookvillagehalls.org.uk)

## Terms and Conditions of Hire

### (Regular Commercial & Non Commercial)

This document provides the Terms and Conditions of Hire. This document in conjunction with the Hook Village Halls Charitable Association (HVHCA) Hire Agreement for Regular Use (hereafter referred to as the Agreement) constitutes the Contract for Hire (hereafter referred to as the Contract) of facilities at the Elizabeth Hall or the Community Centre, as specified in the Schedule of Bookings attached to the Agreement.

### 1. For the purposes of the Contract for Hire of facilities at the Elizabeth Hall or Community Centre the following definitions of terms shall apply:

- (a) **Premises** shall mean the facilities hired (at either the Elizabeth Hall or the Community Centre), as specified in the Agreement. The hirer shall also be allowed use of the following facilities, but such use shall be on the basis that they are shared with other hirers unless exclusive use is specified in the Agreement:
- i. Toilet Facilities
  - ii. Car Parking (see note 1 below)
  - iii. Entrance Foyer(s)
  - iv. Kitchen
  - v. The grounds of the Elizabeth Hall or Community Centre

Note1. At the Elizabeth Hall, car parking is in the designated area and is shared with other users; at the Community Centre the adjacent Parish Council car park (and **NOT** the residents' car parking) is to be used. All parking is at the user's own risk; HVHCA accept no responsibility for cars parked in either car park. Overnight parking is not permitted without prior consent at either building. Vehicle access to the rear of Hook Community Centre is restricted in accordance with the notice displayed and must be complied with always. Failure to comply may result in hire terms being revoked.

- (b) **Hirer** shall mean, as appropriate the individual hiring the facilities, or the authorised representatives, jointly and severally, of the organisation hiring the facilities, as identified in Section 1 of the Agreement.
- (c) **Board** shall mean any member of the Board of Directors of HVHCA.
- (d) **Manager** shall mean any employee of HVHCA who is responsible for taking bookings and is contactable during the period of hire.

- (e) **Period of hire** shall mean each and every period of hire referred to within the definition of periods of hire specified in the attached Schedule of Bookings
- (f) **Hire fob** shall mean an electronic fob or any other device (or code) provided by the HVHCA to enable the hirer to access the premises.
- (g) **Nominated fob holder** shall mean each and every person identified in Section 7 of the Agreement as being a nominated fob holder.
- (h) **Guest** shall mean any individual who enters or uses the premises with the permission of the hirer during the period of hire to participate in the activity identified in Section 1 of the Agreement, irrespective of whether they are members of the hirer's organisation.

## **2. Conditions of Hire**

### **2.1. Hire Bond**

The hirer in advance of the commencement of hiring shall pay a bond for the amount specified in Section 5 of the Agreement. The hire bond shall be held by HVHCA until either the contract period ends or the Agreement is terminated, whichever is sooner, at which time the hire bond less any amounts owed, shall be returned to the hirer. The amounts owed shall comprise any:

- a) Unpaid hire fees.
- b) Restitution for damage not due to fair wear and tear.
- c) Charges levied for cleaning in excess of normal cleaning.
- d) Any late exit fees levied but left unpaid

### **2.2. Invoicing**

The hirer shall be invoiced at the frequency specified in Section 5 of the Agreement for all periods of hire incurred in the previous charging period.

### **2.3. Invoice Payment**

The hirer shall pay the invoiced amounts, in full, within thirty (30) days of the invoice date unless the HVHCA Treasurer agrees other arrangements in writing with the hirer. Any invoices that remain unpaid after thirty (30) days will incur a late payment admin fee of 2.5% of the outstanding invoice. Failure by the hirer to comply with this condition shall render the Contract liable to termination by HVHCA and outstanding monies owed by the hirer being deducted from the hirer bond prior to repayment of the hirer bond. HVHCA will notify the hirer in writing of any decision to terminate the Contract. If payments have not been received then any access fobs issued may also be switched off without any further warning.

### **2.4. Hire Period**

The period of hire defines the start and end times of the period when the hirer may use the premises specified in the Agreement. The hirer shall therefore include any time required by the hirer for setting up, clearing and cleaning up of the premises in the agreed period of hire. HVHCA reserves the right to charge the hirer for any periods the hirer uses any of the HVHCA facilities outside of the agreed period of hire, and for any extra facilities used not specified in the original Agreement. Late exit at the end of the booking will incur a security late lock up fee.

#### **2.5. Hire Fob**

The hirer shall be provided with a hire fob (electronic) allowing the hirer to access the premises for the period of hire. The hirer shall ensure that hire fob is kept secure, is not copied or provided to any persons not included in the hirer's list of nominated fob holders. The hirer shall ensure that the premises are vacated at the end of a period of hire. **The hirer shall not leave the premises unattended during the hirer's agreed period of hire without ensuring that all doors and windows are closed, lights and equipment turned off, and if the main door is on fob access that the door is locked and secure on leaving.**

#### **2.6. Closure of the Elizabeth Hall**

For the Elizabeth Hall the premises shall be vacated before 12:15am (midnight) on a Saturday and before 11pm on all other nights of the week. All music must have stopped by 11:30pm, and all windows must be closed by 10:30pm (if music is being played) on a Saturday, and all music must be stopped by 10:30pm on all other nights of the week. The Elizabeth Hall is closed on Public Bank Holidays, unless a prior agreement is made with the manager. Regular hirers will not be charged if their usual booking falls upon a Public Bank Holiday although an excess charge may be made if an agreement is made to open on a Public Bank Holiday.

#### **2.7. Closure of the Community Centre**

For the Community Centre the premises shall be vacated before 12:15am (midnight) on a Saturday and before 11pm on all other nights of the week. All music must have stopped by 11:30pm, and all windows must be closed by 10:30pm (if music is being played) on a Saturday, and all music must be stopped by 10:30pm on all other nights of the week. The Community Centre is closed on Public Bank Holidays, unless a prior agreement is made with the manager. Regular hirers will not be charged if their usual booking falls upon a Public Bank Holiday although an excess charge may be made if an agreement is made to open on a Public Bank Holiday.

#### **2.8. Purpose of Hire**

The hirer shall not allow the use of the premises for any purpose other than that described on the Agreement nor allow the premises to be used for any unlawful purpose or act.

### **2.9. Charging for entry**

The hirer is permitted to charge an entry fee to guests but shall not sub-hire the premises.

### **2.10. English Law**

The hirer shall ensure that nothing is done on or in relation to the premises in contravention of English law, including the laws relating to gaming, betting and lotteries. The hirer shall be responsible for obtaining the appropriate licences in regard to any such activity.

### **2.11. Public Liability**

The hirer is responsible for arranging all insurances required to cover any injuries or damages sustained by guest or any 3<sup>rd</sup> party as a direct result of the activity being undertaken during the period of hire. *The HVHCA's Public Liability Insurance will not cover any hirer's activities. It is strongly recommended that the hirer consider taking out their own Public Liability Insurance and provide a copy to HVHCA.*

### **2.12. Contents Insurance**

HVHCA accepts no responsibility for any stored equipment (chargeable storage areas or otherwise) or other property brought onto or left at the premises and all liability for loss or damage is hereby excluded. If the hirer stores any items in any part of the buildings or grounds then it is the hirer's responsibility to ensure that the value of those contents is covered by insurance and the hirer agrees to provide the manager with a copy of the policy. Hirers are not permitted to store any flammable products what so ever within the Hall.

### **2.13. Children's Activities**

If at any time during the period of hire the hirer provides activities or services for children (excluding private parties), then the hirer shall have a Child Protection Policy, and the hirer shall, upon request, provide a copy of the said policy to HVHCA for inspection. The manager shall keep a record of all inspections of the policy, including date of inspection and date and version of the policy. The hirer is responsible for implementation of the policy and the responsibility of HVHCA is restricted to that of bringing to the attention of the hirer or relevant authority any actual or suspected occurrence of a non-compliance with the hirer's Child Protection policy or criminal law. During any period of hire that the hirer provides activities or services for children HVHCA shall pay full regard to the principles of child protection when exercising its right of access, and the hirer shall provide suitable escorts in accordance with their Child Protection policy.

### **2.14. Supervision**

The hirer shall be responsible during all periods of hire for the supervision of the premises, the care of the contents, and the protection from damage of the building and the behaviour

of all guests, including proper supervision of car-parking arrangements in the designated car parking areas (see Section 1a).

### **2.15. Responsible adult**

The hirer shall ensure that a responsible person (an adult aged 21 years or over) is in attendance at all times during all periods of hire. For bookings where there are children under the age of 18 present then there must be at least 1 adult aged 25 years or over for every 15 children present, subject to a minimum of 2 such adults on the premises. Where more than one hall has been booked then the overall adult to child ratio remains the same with the proviso that there must always be 1 adult in each of the halls booked when there are any children in that hall (i.e. there should be no children in any hall unless accompanied by a suitable adult).

### **2.16. Emergency Procedures**

The hirer shall ensure that persons left to supervise the hall during a period of hire have read the Emergency Procedure notice located on the main notice board in the entrance hall, so that they are aware of what to do in the event of any emergency, and that the said persons are familiar with the layout of the premises.

### **2.17. Activities**

The hirer shall not allow any activity that may endanger the guests or render invalid any insurance policies held by HVHCA in regard to the premises. Such activity includes the use of any naked flames (except for candles on birthday cakes), helium balloons, lighting or discharging of fireworks, use of gas cylinders and the shooting of firearms. Fire exits must be kept clear during the period of hire.

### **2.18. Animals**

The hirer shall ensure that all animals, except registered animal assistance dogs, are excluded from entering the buildings. With the exception of registered animal assistance dogs, the hirer shall ensure that neither they nor any guest brings any animal into the grounds of the Elizabeth Hall, unless the animal remains within a vehicle of the hirer or guest.

### **2.19. Local Regulations**

The hirer shall comply with all conditions and regulations made in respect of the buildings by Regulatory Authorities, which include, but are not limited to:

- (a) Fire Authority
- (b) Local Authorities

### **2.20. Food**

The hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. HVHCA reserves the right to impose stricter requirements on the use of the kitchen facilities than those required by legislation. Where HVHCA imposes additional requirements, HVHCA shall display the requirements in the kitchen clearly identified as such.

### **2.21. Refrigeration Equipment**

The hirer shall ensure that, if using the refrigeration equipment for the storage of food, the correct temperature is maintained for the refrigeration equipment. HVHCA shall ensure that either the refrigeration equipment is fitted with an integral thermometer or provide a suitable thermometer.

### **2.22. Use of Kitchen**

The hirer shall wash and dry all crockery, cutlery and kitchen utensils used during the period of hire. HVHCA shall make available washing-up liquid for the washing of crockery, cutlery and kitchen utensils. The hirer shall bring and use their own tea-towels to clean and dry the crockery, cutlery and kitchen utensils used during the period of hire.

### **2.23. Cleaning and vacating the premises and vacating the building**

The hirer shall be responsible for ensuring that the premises, including the kitchen and washroom facilities, are left clean and tidy after use.

- (a) Windows and external doors are to be shut and the building left secure.
- (b) Tables and chairs are to be stacked as found.
- (c) The premises are to be cleared of any equipment immediately after an event.
- (d) All empty bottles are to be taken away and disposed of, preferably in appropriate recycling bins. Plastic bottles and tin cans can be put in the large blue recycling bin on site.
- (e) All appliances except the fridge and freezer in the kitchen are to be switched off.
- (f) Small amounts of rubbish are to be bagged and put in the external bins. HVHCA shall make available to the hirer a quantity of bin bags for this purpose.
- (g) The hirer must take away all bulky rubbish.
- (h) In the event that any exceptional cleaning or rubbish clearance is required to be undertaken, then the hirer agrees to pay the extra costs incurred by HVHCA.
- (i) The thermostats are to be reset to the temperature at which they were found on entry.
- (j) All lights are to be turned off, with the exception of the entrance foyer.
- (k) Hirers agree to vacate the hall at the end of their hire time without delay.
- (l) Delaying our appointed security company in their contracted duty without reasonable cause will result in a penalty charge of no more than £65.00 being imposed per occurrence.

#### **2.24. Accidents**

The hirer shall record any accidents, where this occurs, in the Accident Book, in the foyer in the Elizabeth Hall and the inner lobby at the Community Centre. If the accident book is not available then an email may be sent to record the incident.

#### **2.25. Smoking Policy**

In line with current legislation the hirer shall ensure there is no smoking in the building or in outside areas where no smoking signs are displayed. Smoking is not permitted within the garden area of Elizabeth Hall.

#### **2.26. Catering Company**

Where the hirer intends to use the services of a catering company for the provision of food on the premises, the hirer shall provide the manager with details of the catering company at least seven (7) days before the event. The hirer shall inform the manager in writing of any request for additional cutlery and china at least fourteen (14) days prior to the requirement for additional catering facilities. The manager shall endeavour to meet any such request and shall inform the hirer at least three (3) days before the event whether or not the request will be fulfilled.

#### **2.27. Building or equipment issues**

In the event that any facility or structure of the premises is not found in working order then the hirer shall immediately inform the manager. Once the manager has been informed of the defect, HVHCA shall make best efforts to rectify the fault or failure.

#### **2.28. Access to premises**

The hirer shall permit access to the premises during the period of hire to the following:

- (a) Any other hirer who has made a booking in another room
- (b) Any public official who, by virtue of their duty, and in pursuance of that duty, has a legal right to demand entry.
- (c) Any contractor or workman attending the premises at the request or instruction of HVHCA or manager to perform emergency or other essential repairs. HVHCA shall endeavor to provide reasonable notice of the attendance of such contractors or workmen, but reserves the right to insist upon them being allowed immediate access. Where reasonable notice is not provided, the hirer shall have the right to immediately vacate the premises, in which case the hirer shall not be charged for the use of the premises from the time of vacation to the end of hire period or until the hirer re-occupies the premises, whichever is the sooner.

#### **2.29. Electrical Appliances**

The hirer shall ensure that any electrical appliances brought into the premises and used therein, are safe and in good working order, and used in a safe manner. The hirer shall be

responsible for any of the following caused as a result of the hirer or any of their guests using such appliances:

- (a) Fatal or non-fatal injury to the hirer or any other person.
- (b) Damage to equipment or property belonging to the hirer.
- (c) Damage to HVHCA equipment or property.

**2.30. Indemnity**

The hirer shall indemnify HVHCA for the cost of repair of any damage done to the building by the hirer or guests (or anyone else allowed access to the premises during the period of hire, but excluding those admitted in accordance with 2.28) during any period of hire that is not attributable to fair wear and tear.

**2.31. Hall Capacity**

The total capacity (including caterers, entertainers, speakers, etc.) of each of the halls is shown on the schedule below:

**Elizabeth Hall**

Hall	Sitting Capacity	Standing Capacity
Entire Complex	200	200
Hall 1	200	200
Hall 2	45	60
Hall 3	45	60
Hall 4	40	40

**Community Centre**

Hall	Sitting Capacity	Standing Capacity
Sheldon	200	200
Bartley	45	75
Holt	70	100

In order to comply with Health & Safety Regulations, these capacities must not be exceeded under any circumstances. Where the premises hired do not comprise all halls, HVHCA shall ensure that the hirer is informed of the number of persons using any the other hall(s). The hirer shall ensure that the aforementioned capacities are not exceeded. Should the hirer fail to meet this condition they shall assume personal liability for any prosecutions brought and any penalties levied in respect of these regulations.

**2.32. Stage**

If the hirer has booked the Elizabeth Hall, Hall 1, this does not include the booking of the stage area. At times that stage may not be available due to another hirer’s performance

although this will not impact the use of Hall 1. The fire exits from Hall 1 are through the fire doors at the sides of the Hall and through Hall 4.

### **2.33. Directors' and Employees Access**

HVHCA reserves the right to visit the premises during the period of hire and in the event that the hirer fails to comply with these Terms and Conditions, HVHCA may terminate this agreement forthwith and the hirer will lose all entitlement to any refund of monies paid in respect of the period of hire.

### **2.34. Alterations to the Building**

The hirer shall not under any circumstances drive any fixtures/fitments of any kind into any part of the fabric of the Hall nor shall any placard or other articles be fixed hereto. Blu Tack (or similar products), pins or adhesive tape shall not be used on the walls or paintwork. Nor shall they interfere with any part of the integrity of the building whatsoever.

### **2.35. Other Hirers**

All hirers must take reasonable care to ensure that neither they nor their guests cause harm or inconvenience to other hirers or their guests, continued failure to do so could result in action being taken against the hirer in question by HVHCA, including but not limited to termination of the contract

### **2.36. Closures**

(a) HVHCA reserves the right to close either building with no notice due to any emergency situation. HVHCA also may be required to lend the building for use as part of the wider Hook evacuation plan. HVHCA may cancel with short or no notice any bookings that coincide with the need for the building to be used for another (emergency) purpose. The hirer shall be entitled to a refund of any monies already paid to HVHCA but HVHCA will not be liable for any penalties or costs incurred by the hirer or to any third party.

(b) Adverse Weather – HVHCA will always strive to keep the Hall open in all situations. However there may be times when access to the Hall is not possible. If HVHCA closes the Hall due to adverse weather (which will be decided upon a Met Office Weather Warning) hirers will be eligible to a full refund or to reallocate their booking to another day. If the Hall is open and a hirer cancels, the standard cancelation policy applies and no refund will be given.

### **2.37. Advertising**

Hirers are not permitted to erect any banners, posters etc. on the property or within Hook Village without the expressed written consent of both HVHCA and any appropriate local governing body. (e.g. Hook Parish Council, Hampshire Highways etc.) Any banner, posters

etc. found within the village or the building will be removed and destroyed. HVHCA or any other governing body will not be liable for any losses, penalties or costs incurred by the removal of any unauthorized advertising.

### **3. Booking amendments or cancellation**

#### **3.1. Changes to Bookings**

If the hirer wishes to make use of the facilities for a period/periods of additional hire or use additional facilities than those stated in the Agreement, then the hirer shall request the use of facilities via the manager. The hirer will be provided with written confirmation of any agreed additional period(s). The hirer shall sign the written confirmation to confirm that the stated additional period(s) is/are correct. The terms and conditions of the standard Booking Form will apply for any such additional period(s). The rates specified in Section 4 of the Agreement shall apply to additional periods.

#### **3.2. Cancellation Policy**

##### **3.2.1. Cancellation by hirer**

- a) The hirer shall provide four weeks written notice when terminating this Contract.
- b) The hirer shall provide at least four weeks written notice of cancellation of any period of hire within the period covered by the Agreement, with the exception of the condition at paragraph 2.28c above. Should the hirer fail to provide the required notice, then HVHCA reserves the right to invoice the hirer for the period of time, irrespective of whether the premises were used by the hirer, for any period of the cancelled period of hire for which HVHCA is unable to find another hirer or hirers.

##### **3.2.2. Cancellation by HVHCA**

- a) HVHCA reserves the right to withdraw access for any period of hire in the event of the premises being required for use as a polling station for a parliamentary or local government election or by-election or for any reason resulting from a local or national emergency (2.36(a)) in which case the hirer shall be entitled to a refund of any monies already paid and HVHCA will not be liable for any penalties or costs incurred by the hirer or to any third party.
- b) HVHCA shall endeavour to provide at least four weeks' notice in the event that the Hall is required for any other commitments outside the control of HVHCA.
- c) HVHCA reserves the right to withdraw access for any period of hire in the event of the Elizabeth Hall being required for use by Hook Players for up to two productions a year (normally in the spring and autumn). HVHCA shall provide a minimum of six months' notice to the hirer of the dates of productions.
- d) In the event that the premises become unusable for any reason, HVHCA reserves the right to terminate this Contract forthwith, without incurring any penalties or costs and the hirer shall be refunded the hire bond in accordance with

paragraph 1 of these Terms and Conditions of Hire. Under all circumstances liability is limited to the refund of monies paid by the hirer.

- e) In the event that the hirer consistently breaches these Terms & Conditions and/or causes numerous complaints from other hirers then HVHCA may provide a hirer with notice of the termination of their contract. This will normally be after issuing at least one previous written warning and the notice period will normally be 4 weeks from the date of the letter. However in extreme circumstances this may result in an immediate termination.

#### **4. Alcohol (Temporary Events Notice (TEN) Applications)**

The hirer shall not allow the consumption of alcohol on the premises without the prior permission of HVHCA. Where the consumption of alcohol necessitates the granting of a Temporary Events Notice (TEN) by Hart District Council, the hirer shall be responsible for obtaining the TEN once the approval of HVHCA has been obtained and for the observance of all conditions and regulations imposed by the TEN. HVHCA reserves the right to withhold its permission to serve alcohol in the event that the hirer obtains a TEN without the permission of HVHCA.

*The number of TENs which can be granted per calendar year for the serving of alcohol is limited by law. Hence, to ensure the equitable distribution of TENs to all interested users the HVHCA must maintain strict control of all applications.*

No variations of these conditions will apply unless agreed in writing by the Directors of Hook Village Halls Charitable Association.

I agree and accept these terms and conditions of hire,

*Signature*.....

*Date*...../...../2020

*Print name*.....

*Company/Organization*.....

*I confirm that I have the appropriate authority to sign this agreement on behalf of my company/organization*