



# CLAYPOLE VILLAGE HALL

(Registered Charity Number: 228354)



## Conditions of Hire

Please read the following Conditions of Hire carefully, as well as the Information for Hirers. When signing your booking form, you agree to abide by all terms and conditions given in both documents.

If you are unsure as to the meaning of these conditions, please ask a member of the management committee.

### 1. Supervision

The Hirer must be over 18 years old and will, during the period of hire, be responsible for supervision of the premises, the fabric, and the contents; their care, safety from damage however slight; or change of any sort and the behaviour of all persons using the premises whatever their capacity; including proper supervision of car parking arrangements so as to avoid obstruction to the highway.

### 2. Use of Premises

The Hirer shall not use the premises for any other purpose other than described on the booking form and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way.

### 3. Gaming, Betting and Lotteries

The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting, and lotteries.

### 4. Public Safety Compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, and the licensing authorities or otherwise, particularly in connection with any event, which includes public dancing or music or similar public entertainment. A copy of **Fire Safety – Hirer's Responsibilities** is located in the foyer near the front door and also in the Health and Safety file, which is located in the kitchen.

### 5. Health and Hygiene

The Hirer shall, if preparing, serving, or selling food observe all relevant food health and hygiene legislations and regulations. Claypole Village Hall will not be responsible for any health or hygiene problems resulting from the use of the kitchen during the period of hire.

### 6. Electrical Appliance Safety

The Hirer shall ensure that any electrical appliances brought to the premises, and used there, shall be in safe and good working order and used in a safe manner. Appliances over 12 months old should be PAT tested.

### 7. Indemnity

The Hirer is responsible for the cost or repair of any damage to any part of the property, outside space or the contents of the building, which may occur during the period of hire. The Hirer is responsible for insurance against any third-party claims, which may lie against him/her (or the organisation if acting as a representative) whilst using Claypole Village Hall.

### 8. Animals

No animals, except assistance dogs, are allowed in the Hall, without special permission of the Committee.

## **9. Compliance with the Children Act**

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act 1989 and that only fit and proper persons have access to the children. No person under that age of 16 will be permitted on the premises unless accompanied by an adult.

## **10. Cancellation**

If the Hirer wishes to cancel the booking before the date of the event and the Committee is unable to secure a replacement booking, the question of payment or the repayment of the fee shall be at the discretion of the Committee.

The Committee reserves the right to cancel the hiring in the event of the Hall being required for use as a Polling Station for a Parliamentary or Local Government election or by-election, in which case the Hirer shall be entitled to a refund of any deposit already paid.

## **11. Unfit for Use**

In the event of Claypole Village Hall being rendered unfit, the Committee shall not be liable to the Hirer for any resulting loss or damage.

In the event of **poor weather** (e.g., heavy snowfall and ice), the access to Claypole Village Hall may become dangerous and impassable. The Trustees therefore have the right to cancel any booking at short notice, if the Village Hall and/or car park are unfit for hire. The Hirer will receive a full refund of their deposit.

## **12. Refusal of Booking**

The Committee reserves the right to refuse a booking without notice or cancel a booking at any time before or during the term of the agreement upon giving 7 days' notice to the hirer.

## **13. Purpose of hire**

The Committee reserves the right to refuse any application for hire, without stating their reasons.

## **14. Right of Entry**

The Committee, or persons authorised by them, shall have the right of free and unimpeded entry to the premises at all times.

## **15. Cancellation of Termination of Hire**

The Committee reserves the right to cancel the booking at any time, or to prohibit the continuance of an event, if it considers that the hirer has failed to comply with any of the **Conditions of Hire**. In such circumstances the Hirer shall forfeit the whole of the fees paid for the hire, and the Committee shall not be liable for any payment in respect of any actual or presumed loss of profit or any other cause.

## **16. Damage/vandalism**

Claypole Village Hall operates a zero-tolerance policy of vandalism and graffiti. If such damage occurs, during your booking, you will be responsible for paying the full cost of rectifying all/any damage.

Failure to meet conditions from **Information for Hirers** could result in the Trust withholding some or all of the hirer's deposit. Any repair/cleaning costs in excess of the security deposit will be charged to the Hirer.

## **17. Emergencies**

The Hirer and/or another responsible adult should be aware of the location of the First Aid box and fire-fighting equipment and read the **Fire Safety – Hirer's Responsibilities** pages in the **Information for Hirers document**. The First Aid box is located in the kitchen. All accidents must be recorded on the Accident Form, located near the First Aid box and reported to the Committee.

## **18. Parking**

Parking is at owners' risk. The Committee takes no responsibility for loss or damage to property whilst on Village Hall property. Any cars left overnight must be removed by 10am the following day. Please note, car park gates may be locked overnight.

## **19. Public Liability Insurance**

The insurance held by Claypole Village Hall provides limited cover for personal and social users of the Hall. The Committee can provide details upon request. We recommend that you check your own insurance cover before organising an event.

## **20. Promotional Material and Temporary Decorations**

Promotional material may not be attached to any part of Claypole Village Hall without prior permission of the Committee. The use of Sellotape, bluetack, drawing pins and nails on internal walls is not allowed as it damages the paintwork.

## **21. Bouncy Castles**

Claypole Village Hall Trust is not covered for any claims arising from the use of bouncy castles or any other equipment brought into the Village Hall, or used on Village Hall property, by the Hirer. It is the responsibility of the Hirer to ensure that the use of such equipment is properly insured.

## **22. Equipment**

We regret that the use of 'bubble or smoke machines' is not permitted.

## **23. Personal Property**

Claypole Village Hall accepts no responsibility for loss or damage to personal property brought onto the premises.

## **24. Contacts**

Village Hall Chairperson: Claire Simmonds 07904 176475

Email: [villagehallclaypole@gmail.com](mailto:villagehallclaypole@gmail.com)

Website: [www.claypolevillagehall.org](http://www.claypolevillagehall.org)