

Standard Terms of Hire

GENERAL CONDITIONS

- 1 The Hirer is the person or entity hiring Upper Rissington Village Hall, or any part of the Hall or car park, for a stated period of time
- 2 The Hirer¹, by making a booking agrees to be bound by, and comply with, the Terms of Hire.
- 3 The Hirer shall be responsible to comply with all applicable Statutory Regulations and Guidance and Village Hall requirements during the time of hire and shall be solely responsible for compliance.
- 4 The Parish Council (PC) reserves the right to refuse or cancel any booking should the Hirer, in the opinion of the PC, fail to disclose the true purpose of the hiring or make any representation as to the hiring which is false or fail to disclose any fact which in the opinion of PC is material to this agreement.

BOOKINGS and FEES

- 5 All bookings of the village hall are subject to approval by the PC, whose decision is final in all circumstances.
- 6 The PC shall always give priority to bookings in the following order:
 - A. Registered Charity or “not for profit” Upper Rissington Organisation benefitting the Village (e.g. social or sports committee)
 - B. Resident of Upper Rissington for social and “not for profit” use (e.g. birthday party)
 - C. All others (e.g. resident of Upper Rissington running a dance class for profit, commercial hire)

Any dispute over priorities will be resolved by the PC, whose decision is final.

- 7 All bookings shall be made through the Scribe booking system.
- 8 Hirers should be aware that the PC recognises the requirements of the General Data Protection Regulations (GDPR) which governs the use of information about people known as Personal Data. As such the PC collects and uses Personal Data for the purposes of managing the Hall, its bookings and finances, running and marketing events at the Hall. This data shall only be used in connection with the purpose for which it was collected and will be retained as required by the PC. If you would like to find out more about how the PC uses your Personal Data or want to see a copy of information about what we hold, please contact the Parish Clerk.
- 9 Hire fees shall be set by the PC and may be reviewed at any time. Those published on the website are current at the time.
- 10 The following “units” may be hired singularly or combined in any combination.

Unit 1	Community Room
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¹ The person or entity hiring the Hall, or any part of the Hall, for a stated period and time and whose name appears on the booking

- Unit 2 Main Hall
- Unit 3 Changing Rooms and Showers
- Unit 4 Kitchen (if exclusive use required)

The Lobby, Foyer and toilets are considered common usage. The Office is strictly private.

- 11 At the discretion of the PC, at any event where alcohol is to be served, the Hirer will provide a bond of £250 which will be returned after the event. The PC reserves the right to retain all, or a proportion of the bond should any of the following occur:
 - breach of statutory alcohol licensing regulations
 - damage to the property
 - disruption requiring police attendance
 - complaint from village hall neighbours

- 12 Commercial bookings for dances and discos shall be subject to a bond of £500 which will be returned after the event. The PC reserves the right to retain all, or a proportion of the bond should any of the following occur:
 - breach of statutory alcohol licensing regulations
 - damage to the property
 - disruption requiring police attendance
 - complaint from village hall neighbours

- 13 All bookings for parties for ages 16 through 20 shall be referred to the PC for approval and event specific controls may be imposed. These will be advised to the Hirer before the booking is confirmed.

- 14 Hire Fees and bonds shall be paid through BACS to the details provide via invoice or via Debit/Credit card.

- 15 Bookings may be made in advance of the date of hire up to the start of the next PC financial year. Payment shall be made on receipt of the invoice which is not more than four weeks before the booking. Where bookings are made and payment is not received in line with these requirements, the booking will be cancelled.

- 16 The booking rate in force at the time of making the booking is secured.

- 17 If the Hirer cancels the booking within four weeks of the event, 50% any monies paid shall be forfeit. If the Hirer cancels the booking within two weeks of the event, 100% of any monies paid shall be forfeit.

ACCESS TO THE HALL

- 18 The Hirer shall be given a code by the Parish Clerk for the “Key Box” which is situated outside the Hall Main Entrance.

- 19 Hirers shall not inconvenience the next Hirer when bookings are consecutive and shall vacate the Hall at the end of the hire period. All preparation and clearing up time arising from the event shall be done within the hire period. Should there be an overrun, then an additional payment shall be due at the rate applying at the time.

LICENCES and INSURANCE

- 20 Upper Rissington Village Hall maintains comprehensive insurance. As conditions of the policy Hirers may at the discretion of the PC e.g. commercial hires, sports, exercises classes, provide:
- appropriate risk assessments
 - evidence of appropriate public liability insurance
 - evidence of competence in running the event
 - DBS clearance if vulnerable persons are attending
- The requirement will be advised by the Parish Clerk.
- 21 The Hirer shall be solely responsible for obtaining from the appropriate authorities all necessary consents for the display of advertisements both at the Village Hall and elsewhere and shall indemnify the PC in respect of any claims, costs, fines and other liabilities arising from any breach of legal regulations.
- 22 The Hirer shall be aware that the Hall operates under a Premises License. This stipulates the licensable activities and times that these activities may be carried out. Compliance with the requirement of this License is mandatory. This License is displayed in the Hall.
- 23 The Hall does not have a Licence to sell alcohol. The Hirer shall advise the PC at the time of booking if they intend to sell alcohol and shall be solely responsible for obtaining a Temporary Event Notice (TEN) from Cotswold District Council . The PC will not unreasonably withhold permission for the sale of alcohol but the Hirer should be aware that only a limited number of TENs are available annually². A copy of the TEN shall be sent to the Parish Clerk prior to the event and shall be displayed during the event at the alcohol point of sale.
- 24 The Hirer should be aware that the Hall has a joint PRS/PPL License and there is no requirement for Hirer to obtain one.
- 25 Regulation and Guidance requires the operator of each separate food business using the Hall to register as a Food Business.. If the business is considered to be a continuous and organised undertaking. It is the responsibility of the Hirer providing food to determine whether or not they are exempt from the Regulations. The PC is not responsible for any food prepared and served by Hirers, or their contractors, in the Hall.

LIABILITIES

- 26 The Hirer, during the period of hire, shall be responsible for supervision and care of the premises, the fabric and the contents, making every attempt to prevent damage.
- 27 The Hirer shall be responsible for any damage done to any part of the property including the curtilage thereof and the contents of the building during the period of the hire as a result of an act or omission on their part.
- 28 The Hirer shall be responsible for the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements to prevent obstruction of the adjacent highway.
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- 29 The Hirer shall comply where appropriate with the PC Health and Safety Policy and Arrangements which are available for inspection on the PC website. These Arrangements include compliance with the Emergency Instructions which are posted throughout the building. **It is the absolute responsibility of the Hirer that if the Fire Alarm is activated for any reason, they ensure that all persons in their party leave the building and proceed to the Muster Point in the car park. Only when the cause of the alarm has been ascertained and after the building is deemed safe, can the Hirer instruct persons to re-enter.**
- 30 The Hirer shall report all accidents involving injury to any person to the Parish Clerk as soon as possible and complete the village hall's Accident Book.
- 31 The PC shall not accept liability for any loss or damage to property belonging to any person attending any function organised by The Hirer howsoever such loss or damage occurs or for persons suffering any illness resulting from food provided by the Hirer.
- 32 The PC shall not be liable to The Hirer for any resulting loss or damage whatsoever in the event of the Hall or any part thereof being rendered unfit for the use for which it has been hired by any cause.
- 33 The PC shall not be liable to the Hirer for any resulting loss or damage to equipment or asset stored in the Hall, such equipment or asset which shall be covered by the Hirers own insurance.

The Hirer shall ensure that any activities for children under 8 years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable Groups Act 2006 and only fit and proper persons have access to the Children. DBS Checks may be required to be produced

RESTRICTIONS

- 34 The Hirer shall not sublet the premises.
- 35 The Hirer shall not use the premises for any unlawful purpose nor hold events where there is an identified danger to the public.
- 36 The Hirer shall not permit smoking or vaping within the Village Hall or its environs.
- 37 The Hirer is not permitted to bring any animals on to the premises without the written approval of the Parish Council. This restriction does not apply to assistance animals.
- 38 The Hirer shall ensure that all electrical equipment brought to the Hall and used by them has been subject to Portable Appliance (PAT) Testing and so identified.
- 39 The Hirer shall not store any equipment or asset in the Hall without prior permission of the Parish Clerk. Any equipment or asset stored without permission will be removed.
- 40 The Hirer shall not allow the Hall to be used for any lewd or salacious purpose which could, in the opinion of the PC, bring the Hall into disrepute.
- 41 The Foyer is nominated as a communal space as access to the toilets is required from both the Community Room and the Main Hall. In certain cases the Foyer may be used in conjunction

with a Community Room or Main Hall booking but this shall only be after prior arrangement with the Parish Clerk and the agreement of the other Party. All Hirers should be aware that the toilets are a shared facility with all rooms in the Hall and that inconvenience may result.

LIMITATIONS TO HIRE

- 42 The minimum booking for any unit is 30 minutes.
- 43 From 1800 hrs. onwards on a Friday or Saturday the whole Hall shall only be booked for a minimum period of four hours. In such cases the Parish Clerk may decide that access to the Hall prior to 1800 hrs. is free of charge to allow for preparing for an event. This only applies if the hall is vacant.
- 44 If the Hall is required for use as a Polling Station for a Parliamentary or Local Government election the PC reserves the right to cancel any hiring. The Hirer shall be entitled to a refund of all monies paid.
- 45 If the Hall is required as "Place of Refuge", or for any other purpose, by the Emergency Authorities which results in the Hall be cleared, then the Hirer shall be entitled to a refund of all monies paid.
- 46 The Hirer shall not exceed the maximum number of persons for each area of the Hall. This information is on the website

BANNED ITEMS

- 47 The Hirer shall not bring onto the premises anything which may endanger persons or the premises, or which would invalidate any insurance policies. This include:
 - illegal drugs of any kind
 - explosives and flammable substances
 - internal decorations of a combustible nature (e.g. polystyrene, cotton wool, straw, sacking, paper)
 - as cylinders containing any flammable gas including propane and butane
 - Deep fat fryers
 - Fireworks
 - Chinese Lanterns
 - Helium ballons

This list may be extended at any time by the PC