

OVING VILLAGE HALL TRUST - CONDITIONS OF HIRE

(This schedule must be retained by the hiring applicant)

Oving Village Hall, Recreation Ground, Bowling Alley, Oving, HP22 4HD

1. Interpretation

1.1 In these Conditions references to 'The Building' are to the Village Hall and 'the Hirer' is the person who had contracted to hire the Building from the Oving Village Hall Trust (OVH Trust).

1.2 The OVH Trust's decision as to the interpretation of these Conditions shall be final and conclusive.

2. Payment and Associated Matters

2.1 Upon receipt of an application, including payment, the Booking Secretary will issue a confirmation of hire agreement. All Hire charges and deposits must be paid at least 28 days prior to the event, where possible, with payment being made direct to the following bank account:

PLEASE NOTE you should allow five working days for payment to clear.

NAME OF ACCOUNT: Oving Village Hall Trust

SORT CODE: 30-99-74

ACCOUNT NUMBER: 16019560

BANK: TSB

REFERENCE: YOUR SURNAME & DATE OF HIRE

Cheques may be acceptable in certain circumstances and with the prior agreement of the Bookings Secretary and these should be made payable to Oving Village Hall Trust.

2.2 On receipt of all charges the key safe number will be issued by the Booking Secretary, to allow access.

3. General Provisions

3.1 The Hirer is responsible for ensuring that the use of the Hall takes place in accordance with these Conditions, and for the purpose stated in the Application to Hire. Any breach of these Conditions or use of the Hall for other than the stated purpose shall entitle the OVH Trust to terminate the hire without recompense notwithstanding that the event may have commenced, and to recover from the Hirer any loss or damage suffered by the OVH Trust's account in consequence.

3.2 The OVH Trust undertakes that the premises are fully insured against public liability claims.

3.3 Sub-letting and interchange of hirings are not allowed.

3.4 OVH TRUST reserves the right to cancel any booking in the event of:

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- 3.4.1** Any necessary licence for use of the Building for the purpose contemplated by the Hirer being suspended, not renewed or otherwise unavailable.
- 3.4.2** The Building being required in connection with an election, a civil emergency or any other extra-ordinary or special purpose.

Whenever possible the Hirer will be offered an alternative date. No additional compensation will be paid in such circumstances.

- 3.5** The OVH Trust reserves the right to amend the hiring fee or any deposit to be paid by the Hirer at any time prior to payment in full by the Hirer.
- 3.6** The OVH Trust reserves the right to refuse any application without stating a reason for doing so. The OVH Trust also reserves the right to impose additional conditions where the nature of an application or other factors in their opinion so demand.
- 3.7** If the Hirer cancels the hire giving at least 28 days' notice then a refund of the hire charge and deposit will be made in full. If less than 28 days' notice is given the deposit will be refunded in full and some or the entire hiring fee maybe refunded at the discretion of the OVH Trust, depending upon circumstances prevailing at the time.
- 3.8** If the hiring is on a regular basis (e.g. daily, weekly or monthly), the hiring will continue on the agreed basis until such time as it is cancelled by the Hirer or the OVH TRUST in writing giving at least 28 days' notice.

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4. Use of the Building and Grounds

The hall is near residential properties. It is the hirer's responsibility to ensure there is no unreasonable noise or nuisance:

Sound carries at night. Your event must be conducted with respect to the hall and neighbourhood. Loud noise and disorderly conduct is not allowed at any time:

Monday to Thursday: 11.00 pm / music to cease at 10.30 pm

Friday and Saturday: 12.00 am / music to cease at 11.30 pm

Sunday: 10.00 pm / music to cease at 9.30 pm

- **All guests must leave quietly.**
- **Noise nuisance will result in loss of hire deposit if OVH Trust representatives are required to attend the hall following a complaint about noise or behaviour.**

- 4.1** The Hirer is responsible for ensuring good order and behaviour whilst the building is hired to him/her, and for the health and safety of all those using the building during the period of hire.
- 4.2** The Hirer is to ensure that no-one tampers with or alters the heating controls/room thermostats or any other equipment settings.
- 4.3** The Hirer is to be responsible for the activities at the building for the full duration of the event. The Hirer must provide an undertaking to be responsible for controlling the event so that neighbours are not unreasonably affected by the event, especially with regards to noise levels.
- 4.4** Under current policy, birthday parties, up to and including 12th birthdays and 20+ birthdays may be celebrated in the Building, but parties for 13th – 19th birthday parties may not.
- 4.5** At parties for those under 13 years of age, two responsible adults must be in attendance in the building at all times, including the setup before the event and clean up afterwards.
- 4.6** The Hirer is to ensure that the building is left in the same state of cleanliness as it was found prior to the commencement of the hire. The cost of any additional cleaning required in order to return the building to such a condition after use shall be met by the Hirer.

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- 4.7** Nothing shall be affixed (whether by the use of nails, screws, adhesive tape or other fixatives) to any wall, door, floor or ceiling in the building, or to any of its fittings and fixtures, including furniture and decorative surfaces without prior approval and any resulting damage is the responsibility of the Hirer.
- 4.8** The Hirer is responsible for ensuring that the layout of furniture conforms to Health and Safety provisions (copy on the notice board in the Building) and that the fire evacuation routes and exits are fully accessible and usable.
- 4.9** The Hirer is required to set out any stage units/tables, chairs etc. to suit his/her own function and to return them to the original places upon completion of the event. Furniture is to be returned clean and is to be stacked safely where applicable.
- 4.10** Fireworks, 'Chinese Lanterns' and any other flammable or combustible liquids are not permitted within the building or its grounds.
- 4.11** All exits must remain unobstructed at all times during the period of hire.
- 4.12** The Hirer is to be responsible for Health and Safety, informing and familiarising everyone of the fire exit routes and all fire safety provisions during the period of hire. The Hirer must also nominate a person to be responsible to ensure the safe exit of any disabled people using the building, through the appropriate fire exit route.
- 4.13** The Hirer is to ensure proper use of the car park and use of disabled parking spaces and avoid obstruction of the highway.
- 4.14** The Hirer is to ensure that all persons vacate the building at the time specified on the Application Form. If additional time for set up and clean-up is required the Committee reserves the right to levy an additional charge. Failure to vacate by the stated time will result in an additional discretionary charge becoming payable.
- 4.15** The Hirer is to be responsible for ensuring that all lights and equipment are turned off (**except the heating**), that the building is left with all windows and doors secured and locked.
- PLEASE NOTE: When arriving or leaving in the dark the outside light switch to the right of the front door can be operated and the outside lights will stay on and turn off with a timer to allow safe entry and exit.**
- 4.16** OVH Trust and Oving Parish Council personnel shall be permitted free access to the Building at any time in the event of any emergency.
- 4.17** All instructions given by the OVH TRUST personnel to the Hirer or to any other persons present during the period of hire shall be complied with immediately.
- 4.18** The Police and personnel of the other emergency services are to be permitted to enter the building at any time.

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4.19 The OVH Trust takes no responsibility for any goods, materials, equipment, inflatable play equipment, clothing or other articles brought to or left in the building by the Hirer or persons using the building at his invitation.

4.20 It is the responsibility of the Hirer to ensure that all electrical equipment brought into the building and used during the period of hire has been safety checked by a qualified electrician.

4.21 No glass bottles or glasses are to be taken into the playground and any breakages on the recreation ground or in the hall must be thoroughly cleared.

5. Miscellaneous Matters

5.1 Only gambling made lawful by the Betting, Gaming and Lotteries Act 1968 is allowed and then only if the relevant statutory provisions are complied with.

5.2 Hirers are advised that smoking is not permitted either in the building or the fenced playground area.

5.3 Animals, other than guide/assistance dogs, are not permitted into the Building or the fenced playground area. These assistance dogs must be kept under control at all times.

5.4 The Hirer has no right of access to the roof storage area, unless given express permission by OVH Trust.

5.5 For the avoidance of doubt, the children's play area and other areas of the recreation ground are not included in this Hire Agreement and is subject to open use at all times.

5.4 By signing the Application form for the hire of the Oving Village Hall the Hirer confirms:

5.4.1 That the OVH Trust's insurance policy does not cover bought in play or any other equipment and the use thereof or persons carrying on commercial businesses (e.g. professional entertainers, caterers etc), and that in such instances the Hirer is responsible for ensuring that such persons also hold adequate public liability/employer insurance cover and any necessary licence e.g. performing rights for music, compliance with appropriate food handling regulations for caterers.

5.4.2 If the applicant will not be in attendance during the hire then they must nominate a responsible adult who will be responsible for ensuring that the building is used in accordance with the Conditions of Hire. The applicant is responsible for ensuring the nominee is given a copy of the Conditions and is familiar with their requirements and is to ensure that the nominated person's details are given on the application form.

5.4.3 That they will abide by the Conditions of Hire as laid out above.