

**OTHERY VILLAGE HALL
REGISTERED CHARITY NO 304604**

TERMS AND CONDITIONS OF HIRE OF THE HALL

Othery Village Hall Management Committee shall be known as the ‘Committee’ for the purpose of this document.

1 Occupancy capacity:

When used for a closely seated audience	When used for dancing	When seating is provided at tables	When used for dancing and seating is also provided at tables
240	180	125	150

2 The hirer shall be responsible for:-

- a) Ensuring that the conditions of hire are observed by those attending the function. (By booking the hirer will be deemed to have accepted and understood these.)
- b) Only using the premises for the purpose as described in the hiring application and shall not sub-let or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way and not to do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof.
- c) The cost of making good damage caused to the premises, furniture, fittings, table ware etc. Any damage shall be reported to the Treasurer.
- d) ***Arranging and putting away of tables and chairs in the assigned place, (Hall furniture must not be dragged across the floor), THE REMOVAL OF ALL RUBBISH, and leaving the Hall, including lavatories, kitchen and any other rooms, in a clean and tidy state, properly locked and secured unless directed otherwise. Failure to do so may incur an additional charge at the discretion of the Committee. TEA TOWELS AND CLEANING MATERIALS ARE NOT SUPPLIED BY THE HALL.***
- e) Ensuring that all persons on the premises act in a seemly and orderly manner.
- f) Ensuring that the terms of the occupancy of the premises as specified in the application are not exceeded.
- g) Ensuring that the fire evacuation procedures are made clear to people using the Hall and that these Procedures are adhered to in the event of a fire.
- h) Ensuring that all exits are kept clear, both inside and outside.
- i) Ensuring that those attending the function are made aware of the exits which should be used in the event of an emergency.
- j) Ensuring that no unauthorised persons are allowed to gain access to the premises
- k) Ensuring that no alcohol is consumed by persons under 18 years of age.
- l) Ensuring that no illegal substances are brought onto or consumed on the premises.
- m) Ensuring that nothing is done or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.
- n) Ensuring that any electrical appliances brought by the hirer and/or entertainer to the premises and used there shall be safe and in good working order, and used in a safe manner.
- o) Ensuring that if an official bar is in place, no unauthorised alcohol shall be brought onto the premises.
- p) Ensuring that under no circumstances, the vehicular entrance to the Village Hall premises is blocked in such a way as to prevent egress from the premises.
- q) Ensuring that no dogs (except guide dogs and hearing dogs) are brought into the Hall.

- r) Observing all relevant food health and hygiene legislation and regulations if preparing, serving or selling food on the premises.
- s) Obtaining such licenses as may be needed whether for sale or supply of intoxicating liquor. **Sight of such licenses must be provided to the Village Hall Designated Premises Supervisor before the day of hiring.**
- t) Ensuring that any activities for children under eight years of age comply with the provisions of The Children's Act 1989 and that only fit and proper persons have access to the children.
- u) **Ensuring that the exit signs are illuminated at all times during occupation of the Village Hall.**
- v) Reading the electricity meter and recording the reading in the book provided at the start of the hire and at its end.
- w) Ensuring that boots or shoes with studs are not worn in the Hall.

3 The Village Hall may be hired during the following hours:-

a) Session times:

Morning 8 am – 12noon Afternoon 1 pm – 5 pm (Mon 1pm -4.45pm)

Evening 6 pm – midnight Except Sundays 6 pm – 11 pm

All Day 8 am – midnight Except Sundays 8 am – 11 pm

The Hall must be vacated by the end of session time booked. If setting up time is required for an event then the Hall must be booked for the previous session. Equally if a clearing up time is required then the next session should be booked ie clearing up after an event in an evening then the following morning session should be booked. It must not be assumed that the Hall will be vacant the following session if not booked.

b) Monday to Saturday 8 am to midnight. Any bar and disco shall end at 11.30 pm and premises must be vacated by midnight. Sunday 8 am to 11 pm. Any bar and disco shall end at 10.30 pm, premises must be vacated 11 pm.

c) The Hall is not for hire on Christmas Day

d) Any variation to the above times will require the express permission of the Committee and at least 28 days advance notice.

4 Failure to vacate the premises on time may, at the discretion of the Committee, result in an additional charge.

5 Failure to clear the premises of any equipment at the conclusion of a letting may incur an additional charge at the discretion of the Committee.

6 If the Hirer wishes to cancel a booking before the date of the event 14 days notice must be given or forfeit of deposit.

7 The Committee do not accept liability for loss or damage to clothing or articles left on the premises.

8 Adhesive tape or gum or drawing pins shall not be used when putting up notices or posters except on the notice board.

9 The Committee reserves the right to vary the hire charges and the conditions of hire at any time without notice.

10 In order that disruption to local residents is kept to a minimum, hirers are asked that those attending a function ensure that the minimum of noise is made on arrival and departure.

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

12 The Committee reserves the right to refuse a booking unless adequate adult supervision of the hirer's event is provided. Details of such adult supervision shall be provided if requested by the Committee.

13 The Committee reserves the right to refuse a booking without notice or to cancel a hiring agreement at any time either before or during the term of the agreement upon giving seven days notice in writing to the hirer. The Hirer shall be entitled to reimbursement of such monies including the deposit or

a proportion of the same as have been paid by the hirer to the Committee but the Committee shall not be liable to make any further payment to the hirer

14 Public liability insurance should be held by the Hirer.

15 LICENSING ACT 2003

a) The Village Hall has a Premises Licence and you are obliged to read the same and adhere to the conditions stated therein. A bar can be provided by arrangement with the Designated Premises Supervisor (licensee) and the Management. Our DPS is The Management Committee, Othery Village Hall, Fore Street, Othery, Somerset, TA70QU

b) If the DPS are unable to run the bar it may be provided and run by an up-to-date personal license holder who is approved by the DPS .

c) Hirers can elect to use the services of another licensee, subject to the terms of the Hall's license and the approval of the DPS and the Hall Management. The named licensee must be present on the premises for the duration of the hire period.

In each case an additional fee of £25 will be payable with the deposit. Most licensees will charge to provide a bar. Any such charge is between the Hirer and the licensee and will not affect the fees charged by the Hall.

d) The Village Hall is permitted to have a maximum of 12 "TENs" events per annum when the sale of alcohol is permitted. If you wish to have alcohol consumed in the Hall, you must notify the designated premises supervisor at the time of making a booking and request him to run the bar on your behalf. If you wish to run the bar yourself or have someone else to run it for you, the system involves the giving of a temporary event notice (TEN) to the licensing authority and copying this to the police. You must apply no later than 10 working days before the event is to start and give duplicate copies of the TEN to Sedgemoor District Council (the licensing authority) together with the current fee. A copy must also be given to the relevant Chief Officer of police (Avon and Somerset) no later than 10 working days before the start of the event. Events covered by a TEN can last up to 96 hours (maximum aggregate duration of the periods covered by TENs of 15 days in any year) A maximum of 5 TENs per annum can only be issued to the same person. A minimum period of 24 hours must elapse between each TEN-covered event.

e) As such rules are mandatory you must obtain prior written consent of the designated supervisor before making an application for a TEN and the said supervisor is not under any obligation to give such consent.

f) Where a TEN application has been successful a copy of the TEN and all permissions must be prominently displayed in the bar at all times during the event.

Please note – If you intend to provide alcohol free of charge at an event where guests have paid for ticket/entry you will need a licence as the alcohol is deemed to have been paid for in the cost of the ticket.

g) The designated premises supervisor has a right of entry to the Hall at all times and you must agree to allow them entry.

INFORMATION

Any complaints relating to the hire of the Village Hall should be made in writing to the Secretary, Othery Village Hall, Fore Street, Othery, Somerset, TA7 0QU If the matter is not resolved, complaints should be made in writing to The Chairman, Village Hall Management Committee, Othery Village Hall, Fore Street, Othery, Somerset TA7 0QU

Booking confirmations are to be sent together with the appropriate deposit and bar fee (where applicable) to the Booking Secretary: Othery Village Hall, Fore Street, Othery, Somerset, TA7 0QU
Telephone: 01823 698046.

April 2014