

CLIFFORD CHAMBERS VILLAGE HALL AND RECREATION GROUND

TERMS AND CONDITIONS OF HIRE

All Hirers are required to comply with the terms and conditions set out below. Submission of either a Single Use or Regular Use Hire Agreement assumes agreement with these terms and conditions. Any incident arising as the result of failing to comply with these terms and conditions is the sole responsibility of the Hirer.

Hire agreement

- Single Use Hire Agreements will only become valid once they have been confirmed by the Bookings Secretary and the deposit has been received. The minimum deposit is 50% of total hire charge. Payment of any balance is due 7 days before date of hire. Regular Use Hire Agreements will only become valid once they have been confirmed by the Bookings Secretary.
- Internet bank transfer is the preferred method of payment. Cash is not accepted unless otherwise agreed by the Clifford Chambers Village Hall and Recreation Ground Management Committee.
- Hire charges are displayed on the Clifford Chambers and Milcote Community Website. The Village Hall and Recreation Ground Management Committee reserves the right to amend hire charges for Regular Use Hire Agreements by giving the Hirer at least 30 days' written notice.
- The Hirer must be at least 18 years old.
- The Hirer must be present during the hire period and ensure compliance with the Terms and Conditions of Hire.
- The Village Hall is available to hire from 9:00am to 12:00am everyday (except on New Year's Eve when it is available until 01:00am). All people, both hirers and guests, must vacate the premises by 12:00am (except on New Year's Eve).
- The Recreation Ground is available to hire from 9:00am to 8:00pm every day. All people, both hirers and guests, must vacate the ground by 8:00pm.
- Set up and clean down time must be included in the length of the Hire Agreement.
- The Village Hall, gazebos and Recreation Ground may only be used for the purpose set out on the Hire Agreement. They must not be sub-hired or used for any unlawful purpose.
- The maximum number of guests permitted in the main hall is 100 and 20 in the committee room.
- The maximum number of guests permitted in the Recreation Ground is 100 unless otherwise agreed by the Clifford Chambers Village Hall and Recreation Ground Management Committee.
- Vehicles are only permitted to access the Recreation Ground for a short period of time to allow items to be unloaded/loaded (unless they are part of the event e.g. a coffee van). No parking is permitted on the Recreation Ground.
- The Hirer must continue to allow non-guests to use the right of way across the Recreation Ground.
- The Booking Secretary should be contacted prior to the hire date of any Single Use Hire Agreements to agree the collection and return of the Village Hall keys.

Key holders

- Regular Use Hirers will be provided with the relevant key(s) and become a Key Holder.
- All Key Holders are responsible for ensuring the security of the key(s) by keeping them in a safe place. Any loss of keys must be reported immediately to the Booking Secretary.
- The Key Holder must not replicate any key(s) or lend them to any person without the permission of the Village Hall and Recreation Ground Management Committee.
- The name of each Key Holder, along with the key(s) issued, will be recorded by the Village Hall and Recreation Ground Management Committee on the Key Holder List.
- The Key Holder must return any key(s) to the Booking Secretary if the Agreement is terminated.

Licensable activities

The Village Hall has a licence to carry out the following activities between the hours of 10:00am and 11:30pm:

- Sale of alcohol, both on and off the premises, to anyone over the age of 18 (except on Christmas Day when it may be sold between 12:00pm – 3:00pm and 7:00pm – 10:30pm and New Years Eve when it can be sold until 12:00am)
- Plays
- Films
- Indoor sporting events (at the discretion of the Clifford Chambers Village Hall and Recreation Ground Management Committee)
- Live music
- Recorded music
- Performance of dance

WiFi

- The Hirer may use the Village Hall WiFi service.
- The Village Hall and Recreation Ground Management Committee makes no promise that the WiFi service will meet the Hirer's requirements, be fault-free or uninterrupted.

Cancellation and termination policy

- Single Use Hire Agreements can be cancelled by the Hirer at any time. Any repayment of monies paid shall be at the discretion of the Village Hall and Recreation Ground Management Committee.
- Single Use Hire Agreements can be terminated by the Village Hall and Recreation Ground Management Committee at any time, for any reason, by providing the Hirer with at least 30 days' written notice.
- Regular Use Hire Agreements will run until they are terminated in line with the clause below.
- Regular Use Hire Agreements can be terminated at any time, for any reason, by either the Hirer or the Village Hall and Recreation Ground Management Committee by giving the other party at least 30 days' written notice.

- The Village Hall and Recreation Ground Management Committee can postpone or amend a hire date if the Village Hall or Recreation Ground is required by a) the council for Election or public purposes or b) in the case of Force Majeure. If either occur, an alternative hire date or a full refund will be offered.
- The Village Hall and Recreation Ground Management Committee can terminate any Hire Agreement where the event has become disorderly or there is offensive material or behaviour.

Supervision

The Hirer is responsible for ensuring:

- The Village Hall, gazebos and Recreation Ground are used for the purposes outlined in the Hire Agreement and the Terms and Conditions of Hire are followed at all times.
- That all means of escape remain clear and that the fire extinguishers and defibrillator machine are not tampered with.
- There is no smoking, including the use of e-cigarettes, anywhere inside the Village Hall, gazebos or at the Recreation Ground.
- Children (under 18) in the Village Hall and/or Recreation Ground are supervised by a responsible adult at all times.
- No one under the age of 18 is served, supplied with or permitted to consume alcohol in the Village Hall, on its grounds or in the Recreation Ground.
- The noise level created by music and/or guests is considerate and does not cause undue disturbance or inconvenience to residents.
- That children are restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification.
- That no dogs, other than guide or assistance dogs, are permitted on the Recreation Ground.
- The Village Hall and Recreation Ground is left clean, tidy and secure at the end of the Hire Agreement by completing the "End of Booking Checklist".

Safeguarding and insurance

- The Hirer is responsible for ensuring there is appropriate insurance for all activities carried out in the Village Hall or at the Recreation Ground during the Hire Agreement.
- Any organisation that will be working in the Village Hall or Recreation Ground with children or adults with care and support needs must have the relevant DBS checks and safeguarding procedures in place. All activities must be in accordance with the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation.
- Clubs and teaching groups must have the correct Public Liability Insurance as well as all required safeguarding and health and safety procedures.

Health, safety and fire

- The Hirer is responsible for ensuring the safety of any activity or entertainment within the Village Hall and Recreation Ground during the Hire Agreement. As part of this responsibility, the Hirer

must comply with any Village Hall health, safety and fire policies as well as noting the locations of the fire extinguishers, fire blankets, fire exits and fire assembly point.

- If the Recreation Ground is being hired, the Hirer must conduct a risk assessment. Full details of the risk assessment, which must include a list of the potential risks, the actions taken to mitigate them and the person responsible for managing the event, should be sent to the Booking Secretary at least two weeks prior to the date of hire.
- All fire exits must be free from any obstruction.
- No naked flames, including BBQs, cigarettes, lighters and candles (with the exception of celebration cakes and tea lights) are permitted inside the Village Hall.
- In the event of a fire the Hirer must sound the alarm and call, or arrange for someone to call, the fire brigade. The Hirer must ensure the safe evacuation of all persons from the Village Hall as quickly as possible and ensure all guests are accounted for. The fire assembly point is at the Recreation Ground.
- BBQs are permitted at the Recreation Ground. The Hirer is responsible for ensuring they are conducted in a safe manner.
- Bouncy castles are permitted at the Recreation Ground. The Hirer is responsible for ensuring they are used in a safe manner and there is appropriate liability insurance in place.
- In the event of a minor injury or accident, in either the Village Hall or at the Recreation Ground, a First Aid box and Accident Book is located in the Committee Room of the Village Hall. The Hirer must record the accident in the Accident Book and notify the Booking Secretary that the First Aid box has been used.
- Electrical appliances brought into the Village Hall or the Recreation Ground by the Hirer, their guests or outside agencies must be safe, in a good working order and used in a safe manner.
- All relevant health and hygiene regulations must be adhered to when preparing, serving or selling food.

Loss or damage of property

- The Hirer is liable for making good or paying for repairs following any damage (including accidental damage) to the Village Hall, its fixtures, fittings, contents, gazebos or Recreation Ground, and for any loss of the contents of the Village Hall or Recreation Ground during the Hire Agreement. This includes damage to the structure, floor, interior walls, doors, play equipment, fences, trees as well as damage to the electrical and water systems and fire extinguishers.
- The Hirer is liable for all claims, losses, damages and costs made against or incurred by the Village Hall and Recreation Ground Management Committee, their employees, volunteers or agents and the Trustees in respect of damage or loss of property or injury as a result of the use of the Village Hall, its gazebos or the Recreation Ground by the Hirer.
- The Hirer shall indemnify and keep indemnified the Village Hall and Recreation Ground Management Committee, their employees, volunteers or agents and the Trustees against such liabilities.
- The Village Hall and Recreation Ground Management Committee or Trustees accept no responsibility for damage to, the loss of, or the theft of any of the Hirer's, or their guests,

property which is placed or stored in the Village Hall, gazebos or Recreation Ground. All equipment and property brought into the Village Hall or Recreation Ground (other than stored equipment) must be removed at the end of the Hire Agreement.

No rights

- The Single Use and Regular Use Hire Agreements constitute permission only to use the Village Hall, gazebos and/or the Recreation Ground and confer no tenancy or other right of occupation on the Hirer.