

Staverton Village Hall – Terms and Conditions of Hire

These Terms and Conditions of Hire apply to all hiring's of the Hall. If the Hirer is in any doubt as to the meaning of the following, a member of the Staverton Parish Council should be consulted.

"Premises" shall from hereafter include the hall the outside grounds and Car Park area.

"Hirer" shall mean an individual or where the Hirer is an organisation, the authorised representative.

These conditions prohibit the hire of the hall to anyone under the age of 21 years. An older person making a booking on behalf of someone younger than 21 years old must be aware of the responsibilities for which they will be liable.

A verbal booking (subject to availability) will only be confirmed on receipt of the following by the Hall Booking's Secretary in advance of the proposed booking: A full deposit of £50 will be payable in advance for multiple hires. (This does not apply to single hires.)

- A copy of the Agreement to Hire Form being signed and returned together with the Deposit payment.
- Full payment of the Deposit as also shown on the Agreement to Hire Form.
- Full payment of the Hire Fee as shown on the Agreement to Hire Form.
- A stamped addressed envelope (allowing for the return of the Deposit)

(A total refund of the Deposit will be returned to the Hirer, once the Hall has been inspected by either the Hall Booking Secretary or a representative of Staverton Parish council and it is deemed that no damage has been done to the Premises, the Premises have been left in a clean and tidy condition, and that no further expense will be incurred by the Village Hall Management Committee in accordance with this booking)

1 Supervision

The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises, the care of the fabric and the contents; safety from damage however slight or change of any sort and the behaviour of all persons using the premises (the maximum seated capacity in rows shall not exceed 30 People and the maximum seated capacity around tables shall not exceed 40 People); including proper supervision of car parking arrangements so as to avoid obstruction of the highway.

Hirers must not allow the use of pins, Blue Tac, Sellotape or other adhesives to be used on the walls or ceilings.

As directed by the Staverton Parish Council, the Hirer shall pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for any loss of contents.

The Staverton Parish Council will hold a complete inventory which can be inspected at any time by the Hirer, of all known damage; this inventory will also include the Contents, fixtures and fittings of the Hall.

2 Use of Premises

The Hirer shall not use the premises for any purpose other than that described in the Agreement to Hire form as signed by the Hirer, 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 nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.

3 Indemnity

The Hirer shall indemnify and keep indemnified each member of the Staverton Parish Council and the Village Hall's employees, volunteers, agents and invitees against:

(a) The cost of repair of any damage done to any part of the premises including the structure thereof or the contents of the premises and

(b) All claims in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer.

(c) In addition to the £50 booking deposit an extra £50 will be incurred if damage has occurred resulting in a claim against the Parish Council's insurance policy to cover the excess against the claim.

The Hirer shall take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against all claims arising as a result of the hire and on demand shall produce the policy and current receipt or other evidence of cover, to the Hall Bookings Officer. Failure to produce such policy and evidence of cover will render the hiring void and enable the Hall Bookings Officer to re-hire the premises to another hirer.

However, the Hirer may accept all the responsibility of the risks as an alternative to taking out suitable insurance by signing the relevant section within the Agreement to Hire form.

(The Village Hall is insured against any claims arising out of its own negligence)

4 Stored Equipment

The Staverton Parish Council accepts no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

The Staverton Parish Council may, in its discretion, in either of the following circumstances:

(a) in respect of stored equipment, failure by the Hirer either to pay any storage charges due, **remove the same within 1 day after the agreed storage period has ended.**

(b) in respect of any other property brought onto the premises for the purposes of the hiring, failure by the Hirer to remove the same within 1 day after the hiring; **dispose of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.**

5 No Alterations

No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of the Hall Bookings Secretary. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Staverton Parish Council remain in the premises at the end of the hiring and become the property of the Village Hall or be removed by the Hirer who must make good to the satisfaction of the Parish Council any damage caused to the premises by such removal.

6 Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to a member of the Staverton Parish Council as soon as possible. Certain types of accident or injury must be reported on a special form to the local authority. The Hall Bookings Secretary will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995, (RIDDOR).

Any failure of equipment belonging to the Village Hall must also be reported as soon as possible.

7 Licenses

The Hall does not have an alcohol License or Music License. Therefore, the Hirer shall be responsible for obtaining such Licenses as may be needed whether for the sale or supply of intoxicating liquor, in respect of consumption on the premises and/or the broadcasting of any music to the public.

8 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.

9 Health and Hygiene

The Hirer shall, if preparing, serving or selling Food, observe all relevant Food Health and Hygiene Legislation and Regulations.

10 Electrical Appliance Safety

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe and in good working order, and used in a safe manner. The Staverton Parish Council reserves the right to examine the required Certification issued by a competent Person or Company in respect to the testing of any such electrical appliances or equipment.

11 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 Local Magistrate's Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment.

A fire-risk assessment for the known hazards has been carried out by the Staverton Parish Council. The introduction of a new fire risk by the Hirer either as a source of ignition e.g. Lighting of Candles, or as new flammable materials e.g. solvents, paper hangings must be accompanied by a risk assessment carried out by the Hirer.

12 Compliance with the Children Act 1989

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons have access to the children. (The Hirer will be expected to have themselves aware of the liabilities stated in the above legislation).

13 Compliance with the Health Act 2006 Prohibition of Smoking in Public Places

The Hirer shall, and shall ensure that the Hirer's invitees comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises. (The Hirer will be expected to have themselves aware of the liabilities stated in the above legislation).

14 Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by the Staverton Parish Council. No animals whatsoever are to enter the Kitchen at any time.

15 Sale of Goods

The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any Code of Practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall the organiser's name and address and any discounts offered are based only on Manufacturers' Recommended Retail Prices. (The Hirer will be expected to have themselves aware of the liabilities stated in the above legislation).

16 Noise

The Hirer shall ensure that the minimum level of noise is made on arrival, during the Hire period and departure, particularly late at night and early in the morning. It is a condition of our premises License that the doors are kept closed to limit neighbour noise.

17 The right to enter

Any Staverton Parish Council member has the right to enter the Hall at any time other than during events falling under the provisions of the Children Act 1989.

18 End of Hire Period

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, with the premises being properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the Staverton Parish Council shall be at liberty to make an additional charge.

19 Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the Hall Booking's Secretary is unable to conclude a replacement booking, the question of the payment or the repayment of the Hire fee shall be at the discretion of the Staverton Parish Council.

The Staverton Parish Council reserves the right to cancel this hiring by written notice to the Hirer in the event of:

(a) The premises being required for use as a Polling Station for a Parliamentary or Local Government election or bye-election

(b) The Parish Council reasonably consider that (1) such hiring might lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (2) unlawful or unsuitable activities will take place at the premises as a result of this hiring.

(c) The premises becoming unfit for the use intended by the Hirer.

20 No Rights

The Agreement to Hire constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

21 The Hall Booking's Secretary in relation to this booking is : [June Jones, Parish Clerk:](#)

parishclerk@stavertonparishcouncil.org.uk

[30 Marina Drive, Staverton BA14 8UR 01225 765553](#)

Keys can be obtained from the Parish Clerk by contacting her as above.

Failure to return the keys as directed may result in the Deposit being retained in its entirety (or incurring a charge of £10 for its replacement) at the discretion of the Staverton Parish Council.

STAVERTON PLAYING FIELD

1. RESTRICTIONS

- a. Intoxicating liquor shall not be sold, supplied or consumed on the playing fields and/or premises except by prior written approval of the Staverton Parish Council and subject to any necessary license having been obtained by the Hirer.
- b. Smoking is not permitted anywhere within the playing fields or premises.
- c. The Hirer shall ensure that caterers, contractors and others supplying or serving refreshments, or providing decorations or other products or services, comply with all current legislation relating to food hygiene, health, welfare and safety matters and remove from the field and hall premises, all their articles and property by the end of the Hire Date.
- d. The Hirer shall be fully responsible for any damage caused by them or their Guests to the playing fields and/or premises during the Hire.

2. LIMITATION OF LIABILITY

- a. Subject to the provisions of sections 2 and 3 of the Unfair Contract Terms Act 1977 neither the Staverton Parish Council nor its employees or contractors shall be liable for any injury (including injury resulting in death) or damage to or loss of property whatsoever which shall or may occur to or be sustained by the Hirer, or their Guests in exercise or purported exercise of the Hire (except such injury or damage as may occur by reason of the neglect of the Staverton Parish Council, employees or agents, acting within the scope of their authority).
- b. Where parking facilities are included as part of the Hire the Hirer and Guests' cars are left entirely at their own risk.
- c. The Hirer and Guests use the playing fields and/or premises entirely at their own risk.
- d. The Staverton Parish Council shall not be liable for any consequential losses suffered by the Hirer as a result of a Hire or cancellation of a Hire.

3. PUBLIC LIABILITY INSURANCE

Any organisation seeking to use the playing field will need to provide to the Parish Council with a full and rigorous Risk Assessment and also where appropriate a copy of the Public Liability Insurance covering the event, as soon as possible and no later than 48 hours before the event.

The Hirer confirms by completing the Bookings Form that they hold adequate and sufficient public liability insurance for the Hire and the activity carried out during the Hire. Cover shall not be less than £5,000,000 in respect of any one accident.