Dinton Village Hall, Bratch Lane, Dinton, SP3 5EB
Registered Charity number: 305502
www.dintonvillagehall.co.uk

Dinton Village Hall Hire Agreement

Please complete this form in duplicate. One copy for your records and one for ours.
The terms and conditions of hire are printed below.

Name of Hirer	
Organisation (if applicable)	
Address (including postcode)	
Telephone number/mobile number	
Email address	
Weddings only **Additional contact for Sunday clean up.** **Name and contact number**	

Date of Hire	Time required from*	Time required to*	Type of function and approximate number of attendees e.g. Conference, Party, Meeting, Wedding etc**

*Any bookings should include time to set up and to clear away, including any following morning clean up. Any overruns will be charged for. Part hours will be charged as full hours. It may be more convenient to book two hours the next morning to clean up if finishing late. If so, please select **YES OR NO.** Please circle which applies.
** If equipment is required, please complete and return the equipment list at the end of this form.

Will the function:

Be open to the public	Yes	No
Include music e.g. disco/band	Yes	No

The Hirer shall pay the deposit, if required, at the time of booking. The balance of the Hire Fee together with the Damage Deposit, if required, is payable no less than one week prior to the event for which the hall is hired. The Damage Deposit will be returned after the event assuming that no damage to the premises has occurred or any conditions breached.

Hire fee	
Deposit (if required)	
Balance & Due Date	
Damage fee	£250.00

Dinton Village Hall details

Registered Charity number	305502	
Contact: Robert Begg	Contact number: 01722 696051	Email: dintonvillagehall@gmail.com

Community Inclusion

In order to help us meet the needs of the community and ensure that appropriate facilities and equal opportunities are provided we would appreciate it if you would complete the following question (if known). Is there anyone in your group with additional or special needs (e.g. a wheelchair user or person requiring the support of a carer etc.) please include details here. **Please note we do not need names or any personal details.**

Please sign and date below

Village Hall Manager	Hirer I agree to the terms and conditions of hire (a copy of which I have received) and to pay the charges notified and to accept full responsibility thereunder.
Date	Date

Please email to dintonvillagehall@gmail.com

A confirmation of your booking will be sent with details of any deposit required and payment due dates.

Equipment

Equipment	Yes	No
Overhead Projector and Screen		
Projector Screen		
Stage Lighting/Control Desk		
Microphone		
Lectern, microphone, speakers and handheld microphone		
Room Divider Screens		
Electric Digital Piano		
Hearing Loop		
Furniture		
Round Tables		
Oblong Tables		
Small Square Tables		
Cutlery & Crockery		
Dinner Knife		
Dinner Fork		
Dessert Fork		
Dessert Spoon		
Soup Spoon		
Tea Spoon		
Butter Knife		
Plates and Bowls		
Cup and Saucer		
Milk Jugs		
Glassware		
Champagne Flutes		
Wine		
Water Tumblers		

Conditions of Hire

If you are in any doubt as to the meaning of any of the Conditions, you must seek clarification from us without delay.

1. **Age**
   You, not being a person under 18 years of age, hereby accept responsibility for being in charge of and on the premises at all times when the public are present and for all Conditions under this Agreement relating to management and supervision of the premises are met.

2. **Supervision**
   During the period of the hiring, you are responsible for:
   - **a.** supervision of the premises, the fabric and the contents.
   - **b.** care of the premises, safety from damage however slight or change of any sort; and
   - **c.** the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway.
   - **d.** As directed by us, you must make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

3. **Applications for Hire:**
   - a. All applications for hire of the Hall must be made on the form provided. The deposit, if requested, is to be paid at the time of booking and the remaining hiring fee must be paid no later than one week before the event.
   - b. A booking constitutes acceptance of all conditions of hire.
   - c. A £250 deposit may be requested, as a condition of booking. Failure to observe the no smoking law will automatically forfeit the deposit and the decision of the Officers of the Trust is final. Forfeiture of the deposit for any other breach of conditions will be at the discretion of the Officers of the Trust and is final.
   - d. The Trustees of the Hall reserve the right to refuse a booking without explanation.

4. **Cancellation of booking:**
   - a. If cancellation is made more than 21 days before the event the Trustees will retain the sum of £25 to cover administration expenses.
   - b. If cancellation is made less than 21 days but more than seven days before the event, then the greater of half the hiring fee or £25, whichever is the greater, will be due.
   - c. If cancellation is made less than seven days before the event, the whole fee becomes due.
   - **d.** We reserve the right to cancel this Agreement by giving you written notice in the event of:
     - **i.** the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election.
     - **ii.** our reasonably considering that (a) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (b) unlawful or unsuitable activities will take place at the premises as a result of this hiring.
     - **iii.** the premises becoming unfit for your intended use.
     - **iv.** an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.
     - **v.** in any such case you will be entitled to a refund of any deposit already paid, but we will not be liable to you for any resulting direct or indirect loss or damages whatsoever.

5. **Use of premises**
   You must not use the premises (including the car park and overflow car park) for any purpose other than that described in the Agreement and must not sub-hire or use the premises or allow the premises to be used for any unlawful or unsuitable purpose or in any unlawful way nor do anything or bring on to the premises anything which might endanger the premises or render invalid any insurance policies covering the premises nor allow the consumption of alcohol without our written permission.

6. **Occupancy and Seating**
   You may not utilise the Main Hall and/or the Meeting Room for any event so as to exceed the maximum number of persons permitted. The maximum for each room depends on the seating arrangements:
   - a. Main Hall – Dancing (inc. tables/seating) 175
   - b. Main Hall – Dancing (clear floor) 300
   - c. Main Hall – Dining 150
   - d. Main Hall – seated theatre style 250
   - e. Meeting Room – seated theatre style 50

f. **Hirers are recommended to make a physical inspection of the hall if capacity requirements are close to these maximums.**

Where moveable seating is used, gangways 1.1 metres in width must be used between rows and must comply with a seating plan on display in the entrance lobby. It is the Hirer's responsibility to provide at least one Steward for every 100 people to assist people entering or leaving the premises or one for every 75, in the case of the majority being children under 16 .It is your responsibility to ensure the table and chairs, are returned to their designated places after use. **Please note that if the furniture is not replaced in line with the guidelines, a charge will be made.**

7. Decoration of Hall

You must not make any alterations or additions to the premises, nor install or attach any fixtures or placards, decorations or other articles in any way to any part of the premises without our prior written approval. Consent will normally be given for flowers and or shrubs, without being fixed by hooks or any other attachments. The use of nails, screws, drawing pins, hooks, gummed paper, Sellotape or similar adhesive material is not allowed. Blu-tack may be used to put up notices or decoration and decorations should not be fixed near light fittings or heaters.

8. Loss or damage

All damages and losses will be charged for, and the Trustees reserve the right to take legal steps to recover such charges. You undertake by signing the prescribed form to indemnify the Trustees in respect of any loss, damage, injury costs or charges arising out a hiring except by fire and explosion. The Trustees do not, except for negligence on their part, accept responsibility or liability in respect of damage to or loss of any property placed or left upon the premises by you or by persons attending the premises during the period of hiring.

9. Licensed bar

The Trustees or anyone acting on their authority, reserves the right to prohibit the sale of intoxicants before or during a hire whether or not a licence for the sale of intoxicants may have been obtained.

10. Drunk and disorderly behaviour and supply of illegal drugs

You must ensure that in order to avoid disturbing neighbours of the hall and avoid violent or criminal behaviour:

a. no one attending the event consumes excessive amounts of alcohol
b. no illegal drugs are brought onto the premises.
c. drunk and disorderly behaviour is not permitted either on the premises or in its immediate vicinity. We will ask any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way to leave the premises in accordance with the Licensing Act 2003.

11. Food, health and hygiene

If preparing, serving or selling food, you must observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are provided with a refrigerator and thermometer. You are responsible for ensuring the caterers are registered with the local authority and that the caterers contact the Hall Manager to verify the type of kitchen equipment available and their staff are qualified to operate such equipment.

12. Gaming, betting and lotteries

You must ensure that nothing is done on or in relation to the premises in contravention of the law relating to gambling, betting and lotteries.

13. Music Copyright licensing

You must ensure that we hold relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, you must hold such licence(s).

14. Music

You must have our written permission for performance of live music and the playing of recorded music under the Deregulation Act 2015. This Agreement confers that permission.

15. Film

You must restrict children from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. You must ensure that you have the appropriate copyright licences for the film. This Agreement confers the required permission on the Hirer. (The Deregulation Act 2015 requires you to have our written permission to show a film).

16. **Safeguarding children, young people and vulnerable adults**
You must ensure that any activities for children, young people and other vulnerable adults are only provided by fit and proper persons in accordance with the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, you must provide us with a copy of their Safeguarding Policy and evidence that the relevant checks have been carried it out through the Disclosure and Barring Service (DBS).

17. **Public safety compliance**
You must comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and our fire risk assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children. You must also comply with our health and safety policy.

You must call the Fire Service to any outbreak of fire, however slight, and give details to our Hall Manager.

You acknowledge that you have received instruction in the following matters:
a. The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
b. The location and use of fire equipment.
c. Escape routes and the need to keep them clear.
d. Method of operation of escape door fastenings.
e. Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
f. Location of the first aid box.

In advance of any activity whether regulated entertainment or not you must check the following items:
a. That all fire exits are unlocked, and panic bolts are in good working order.
b. That all escape routes are free of obstruction and can be safely used for instant free public exit.
c. That any fire doors are not wedged open.
d. That exit signs are illuminated.
e. That there are no fire-hazards on the premises.
f. That the emergency lighting supply illuminating all exit signs and routes is turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

18. **Noise**
You must ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning.

19. **Electrical appliance safety**
You must ensure that any electrical appliances brought by you to the premises and used there are safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided you must make use of it in the interests of public safety.

20. **Stored equipment**
We accept 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 we will charge fees each day or part of a day at the hire fee per hiring until the same is removed. We may, in our discretion, dispose of any items referred to below by sale or otherwise on such terms and conditions as we think fit, and charge you any costs we incur in storing and selling or otherwise disposing of the same, in any of the following circumstances:
a. Your failure either to pay any charges in respect of stored equipment due and payable or to remove the same within seven days after the agreed storage period has ended.
b. Your failure to dispose of any property brought on to the premises for the purposes of the hiring.

21. **Smoking**
You must comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. We will ask any person who breaches this provision to leave the premises. You must ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.
A £250 deposit is payable, if requested, as a condition of booking. Failure to observe the no smoking law will automatically forfeit the deposit and the decision of the Officers of the Trust is final. Forfeiture of the deposit for any other breach of conditions will be at the discretion of the Officers of the Trustee and is final.

22. **Accidents and dangerous occurrences**
You must report to our Hall Manager as soon as possible any failure of our equipment or equipment brought in by you. You must report all accidents involving injury to the public to our Hall Manager as soon as possible and complete the relevant section in our accident book which is located in the kitchen.

23. **Explosives and flammable substances**

You must ensure that:

a. Highly flammable substances are not brought into or used in any part of the premises.
b. No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are erected without the consent of the Trustees.
c. Highly flammable substances shall not be brought into or used in any part of the premises.
d. Candles, naked flames and smoke making devices are not allowed.
e. Under no circumstances are fireworks to be used within the boundaries of the premises.
f. Performance involving danger to the public are not allowed.

24. Heating

You must ensure that no unauthorised heating appliances are used on the premises when open to the public without our consent. You must not use portable liquefied propane gas (LPG) heating appliances.

25. Animals

You must ensure that Guide dogs, Hearing dogs and assistance dog owners are allowed on the premises.

26. Fly posting

You must not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises and must indemnify and keep us indemnified accordingly against all actions, claims and proceedings arising from any breach of this Condition. If you fail to observe this Condition you may be prosecuted by the local authority.

27. Sale of goods

You must, if selling goods on the premises, comply with any current legislation and any code of practise used in connection with such sales. No second hand electrical goods should be sold in the Village Hall and any unsold goods are to be removed at the end of the hiring.

28. Wi-Fi Services

When using the Wi-Fi service, you agree at all times to be bound by the following provisions:

a. not to use the Wi-Fi service for any for the following purposes:
   (i) disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws.
   (ii) transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice.
   (iii) interfering with any other persons use or enjoyment of the Wi-Fi service; or
   (iv) making, transmitting or storing electronic copies of material protected by copyright without permission of the owner.
b. to keep any username, password, or any other information which forms part of the Wi-Fi service security procedure confidential and not to disclose it to any third party.

29. Termination of the Wi-Fi service

We have the right to suspend or terminate our Wi-Fi service immediately in the event that there is any breach of any of the provisions of these Standard Conditions including without limitation:

a. if you use any equipment which is defective or illegal.
b. if you cause any technical or other problems to our Wi-Fi service.
c. if, in our opinion, you are involved in fraudulent or unauthorised use of our Wi-Fi service.
d. if you resell access to our Wi-Fi service, or
e. if you use our Wi-Fi service in contravention of the terms of these Standard Conditions.

30. Availability of Wi-Fi Services

a. Although we aim to offer the best Wi-Fi service possible, we make no promise that the Wi-Fi service will meet your requirements. We cannot guarantee that our Wi-Fi service will be fault-free or accessible at all times.
b. It is your responsibility to ensure that any Wi-Fi enabled device used by you is compatible with our Wi-Fi service and is switched on. The availability and performance of our Wi-Fi service is subject to all memory, storage and any other limitations in your device. Our Wi-Fi service is only available to your device when it is within the operating range of the main hall.
c. We are not responsible for data, messages, or pages that you may lose or that become misdirected because of the interruptions or performance issues with our Wi-Fi service or wireless communications networks generally. We may impose usage, or service limits, suspend service, or block certain kinds of usage in our sole discretion, to protect other users of our Wi-Fi service. Network speed is no indication of the speed at which your Wi-Fi enabled device, or our Wi-Fi service sends or receives data. Actual network speed will vary based on configuration, compression and network congestion.

31. Privacy and Data Protection

a. We may collect and store personal data through your use of our Wi-Fi service.

b. We may process all information about you which is provided in relation to our Wi-Fi service in accordance with your legal rights under the Data Protection Act 1998 and solely for the purposes of offering the Wi-Fi service.
c. By using our Wi-Fi service, you agree to the terms of this clause. If you would like more information or object to anything in these conditions, you should speak to the Hall Manager.

32. End of hire

You are responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured, unless directed otherwise, and any contents temporarily removed from their usual positions properly replaced, otherwise **we may make an additional charge**.

33. Disposal of Waste

The hirer is required to remove all waste produced at the conclusion of the event.

34. No rights

This Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on you.