**WEMBDON VILLAGE HALL AND PLAYING FIELDS TRUST**

*Charity Number 1156463*

**The Green at Wembdon, Homberg Way, Bridgwater TA6 7BY**

**TERMS AND CONDITIONS OF HIRE**

###### INTRODUCTION

Wembdon Village Hall and Playing Fields Trust (WVHPFT) is a registered charity, run and maintained by a Committee of Trustees, for the benefit of the residents of Wembdon Village and its environs. Its use by others is welcomed when there is no other booking. The Hall Management Committee, as appointed by the WVHPFT, are responsible for all conditions of hire.

All users are to be represented by an Applicant who makes the Application for a Hire Booking. If the Application is agreed by the Committee, the Applicant enters into a formal Hire Agreement with the Committee.

All Applicants are required to read, accept and adhere to the Terms and Regulations as set down in this Hire Agreement.

###### TERMS

Applicants for hire of the Hall / Sedgemoor Room must be over 21 years of age and, if unknown to the Committee, may be required to establish their bona fides.

Applications for the hire of the Hall/Sedgemoor Room must be approved by the Bookings & Events Manager before the Application becomes a firm booking. The Booking & Events Manager has the right to refuse to take a booking or admit an individual following consultation and with the agreement of WVHPFT.

The Applicant/Hirer is wholly responsible for the appropriate and legal conduct of their event or activity, the provisions of this Hire Agreement and any additional requirements as may apply in Law. The booked areas will be used solely for the event named on the booking form; strictly no access to areas other than those booked – all areas are alarmed.

A representative of the Village Hall Management Committee can enter the building at any time to ensure the terms of agreement are being fulfilled.

Regular users will be invoiced monthly in arrears and payment is requested 1 month from the date of the invoice. Full payment for all sessions will be required.

One free cancellation will be allowed in any 12-week block. Please advise the Booking & Events Manager of a cancellation.

Private Party Applicants/Hirers must pay a booking deposit of £50 within two weeks receipt of their invoice and the balance one month before the event. Wedding reception Applicants/ Hirers must pay a booking deposit of £200 within two weeks receipt of their invoice and the remaining balance one month before the event. Children’s birthday parties’ Applicants/Hirers must pay a booking deposit of £25 within two weeks receipt of their invoice and the remaining balance one month before the event.

Hire charges apply to setting up and clearing up time and Applicants/ Hirers must take this into account.

Charges for services and utilities are usually included in the hire rates. However, further charges for the use of the kitchen are applicable. Charges for either Caterers or Hirers using their own equipment in the kitchen will be subject to a separate charge and will also need to provide copies of relevant certification.

Fire safety equipment is not to be interfered with or moved except for its intended purpose in an emergency. Notices, signs and emergency lighting are not to be interfered with or obscured.

Setting up chairs and tables and clearing them away afterwards is the responsibility of the Staff at The Green. The room will be set up ready for the Applicant/Hirers event and the Staff will pack away and clean the Hall / Sedgemoor Room at the end of the hire time. Hirers are not to remove tables and chairs from the room in which they are set out, neither are they to try to stack them as they could either injure themselves, other people or damage the chairs. Any damage, breakage or loss is to be reported to the Booking & Events Manager or the Buildings and Premises Manager. An extra cleaning cost may be incurred if the Staff have to spend more time than usual cleaning up after an event.

Items left on The Green premises overnight or unsupervised by day, remain the responsibility of the Applicant/Hirer and not the WVHPFT.

The Hall / Sedgemoor Room, its fixtures and fittings are not to be modified and loose property is not to be removed or used for a purpose other than intended. Wall decorations can only be attached to the wooden picture rail provided in the Main Hall not to the walls and can only be attached to the doors in the Sedgemoor Room, using Blue Tack or Sellotape.

The Green, because of the residential location are legally obliged to have a Noise Level Indicator that monitors the sound levels within the Hall, if the levels go above the set level the indicator will show a red light and this will lead to the Premises Manager or duty member of The Green’s Staff to ask for the music to be turned down. Noncompliance with this request may lead to power being cut to the audio equipment.

Car parking at The Green is free and all vehicles are parked at the owner’s risk. All those accessing/visiting the site by vehicle are requested to park considerately, giving due care and attention to the presence of children and pedestrians.

Those attending events at The Green are required to leave quietly, showing due respect for the local residents.

The Trustees and their Managers are authorised, and have a duty, to close the hall and terminate an event if they have reason to believe that the Law, Hall Premises Licence, or the Terms or Regulations of the Application have been or are being broken.

Those regular users granted storage space within the Hall are to return all their resources to the agreed area at the end of their session and store them in a safe manner that does not create a hazard to other users.Insurance of any items so stored is the responsibility of the user.

**Whilst on the Premises children are to be fully supervised by an adult at all times.**

At the end of the event or activity the Applicant/Hirer is to:

* Complete the Accident Book if necessary.
* Report any damage, breakages or losses to the Bookings & Events Manager or the Buildings and Premises Manager
* Make any constructive suggestions regarding the management of the Hall, Fire Safety or Health and Safety to the Managers or a Committee Member
* Ensure that they and their guests have their personal belongings when they leave

RESPONSIBILITIES

**Bookings**

For block bookings the named Hirer must ensure that prior to booking they obtain and observe copies of the following (available on [www.wembdonvillagehall.co.uk](http://www.wembdonvillagehall.co.uk).)

* WVHPFT current Health and Safety Policy
* WVHPFT current Vulnerable Adult and Child Protection Policy
* WVHPFT current Fire Safety Policy
* Insurance details where required

It is the responsibility of the Booking & Events Manager to ensure the policies listed above are available to those with block bookings and that acknowledgement of notice is signed for on the booking form.

In addition, the Booking & Events Manager will check CPVA policies and DBS certificates (and record numbers) for organisations hiring the hall for children’s activities. This does not apply to private parties or to the village hall partner groups; Sunshiners, WCC, WJFC who will operate under their own Governing Body terms and conditions.

Photocopies of insurance policy documents will be required. This includes PAT test certificates for Discos, Live Bands, Caterers and any supplier who brings in electrical equipment to be used at The Green.

All bookings must be made through the Booking & Events Manager. Bookings will be deemed to be provisional until the deposit is paid when they become confirmed.

REGULATIONS

Alcohol

**ONLY** alcohol purchased from the bar may be consumed inside The Green and outside areas.

Any alcohol brought in by Hirers or their guests will be confiscated and disposed of.

Only COSHH qualified persons registered by the Management Committee may use hazardous materials on site.

Only non-marking shoes are to be worn in the hall – no metal tipped heels please.

The Village Hall has a Premises Licence authorising the following regulated entertainment and licensable activities at the times indicated.

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| **Activity** | **The Hall is licensed for** | **Times activity is licensed** |
| Performance of plays | Yes | 10:00 – 23:00 |
| Exhibition of films | Yes | 10:00 – 23:00 |
| Boxing or wrestling entertainment | No |  |
| Indoor sporting events | Yes | 08:30 – 22:00 |
| Performance of live music | Yes | 10:00 – 23:45 |
| Playing of recorded music | Yes | 08:00 – 23:45 |
| Performance of dance | Yes | 08:00 – 23:00 |
| Entertainment similar to those above | No |  |
| Provision of hot food/drink after 11 pm | Yes | 23.00 – 24:30 |
| Sale of alcohol | Yes | 10:00 – 23:30 |

Performance Rights & Phonographic Performance license

The Committee purchases an annual licence from the Performing Right Society Phonographic Performance (PRS/PPL) for incidental music and/or other media based entertainments and the like in the Hall. Applicant’s representing regular use leisure groups should satisfy themselves as to whether a separate PPL licence is required for their activity and, if so, are responsible for licensing their activity appropriately.

Guidance on this licence can be obtained by contacting PPL on 0207 543 1000.

The Green capacity and Fire Safety

Please be aware that numbers are as yet untried and not currently agreed for fire regulations, therefore we are making a best assessment using hall capacity calculators. These numbers will be confirmed ASAP. The Bookings & Events Manager or the Buildings and Premises Manager will be happy to discuss.

Capacity is as follows:

**Main Hall** 19 x 10 m with **direct access to kitchen**

* Formally seated at tables of 8 120
* With tables for buffet and small dance area 150
* With tables for buffet and large dance area 100
* Seated theatre style 200
* Reception style standing no seating 200

**Crowpill Hall** (Medium Hall) 11 x 10 m

* Formally seated at tables of 8 50
* Reception style standing no seating 70

**Sedgemoor Room** – upstairs meeting room

* seated at tables of 4 40
* board room style 50
* standing only 60

Fire Instructions are displayed in throughout The Green together with a plan of the premises and the fire exit routes. The Fire Safety Risk Assessment is also available. It is the Applicant’s/Hirers duty to be familiar with the Fire Safety Risk Assessment, to be familiar with the exit routes available and to adhere to the Fire Instructions. It is a requirement for the Applicant/Hirers to arrange the delivery of a briefing for those attending and to keeping fire exits clear during the event or activity. When possible the Applicant/Hirer should record numbers present in their group in case of fire evacuation. While all fire exit routes are available to those with reasonable mobility, wheelchair users, in particular, should be alerted to use the main entrance if possible. Applicants/Hirers organising activities or functions attended by the infirm are advised to nominate able-bodied persons to assist individuals in the case of fire evacuation.

Health and Safety

The standard HSE Poster is on display in the Bar.

The Trust maintains a Health & Safety Policy together with a basic Risk Assessment for the premises. These documents are available on request. Hirers must conduct a Risk Assessment for the specific event and have a duty to mitigate all risks identified in their planning.

Insurance

The Committee maintains building, contents and liability insurance to reasonably discharge its duties regarding its own responsibilities and activities. The Certificate of Insurance is on display in the Hall. Applicants may view a copy of the policy on request. This insurance may not provide adequate or even any suitable cover for Applicants and their event or activity. Applicants are urged to consider, and obtain if appropriate, their own insurance to underwrite their event or activity, to cover any property brought to the Hall, and to discharge their own liability towards others involved in or affected by their event or activity.

First Aid

A First Aid box is situated in the kitchen and the foyer.

Ensure that all accidents and Incidents, whether requiring First Aid or not, are to be recorded in the accompanying Accident / Incident Book. The completed form should be given to the Booking & Events Manager.

Smoking

In accordance with the Law, smoking or vaping is not permitted anywhere within The Green. Smoking is permitted in the designated area, with due discretion and regard to The Green’s neighbours, provided that butts are disposed of responsibly in the bin provided. Smokers are to move clear of manoeuvring cars.

Young and Vulnerable People

Events where children, young and vulnerable people are present must conform to the Law. Applicants/Hirers must ensure appropriate supervision and that supervisors are properly accredited. Applicants/Hirers must ensure that young and vulnerable people are protected from alcohol abuse. Group Leaders will organise supervision for children’s parties or social events for youth groups or clubs who are regular users of the premises.

Drugs and Substance Abuse

Drugs and substances that can be abused are not permitted on The Green’s premises and Applicants/Hirers are responsible for appropriate supervision of their event to ensure drugs and illegal substances are not available.

Unsupervised Items

Items left in the premises overnight or unsupervised by day, remain the responsibility of the Hirer.

Flammable & Toxic Material

No explosive, flammable, toxic, hazardous or infectious materials are to be brought onto the premises.

Security

Hirers are responsible for the security of the premises at all times during the period of hire and at no time should the building be left unlocked when unoccupied.

Variation

 WVHPFT reserves the right to vary these conditions at any time or to make special arrangements in a particular case. All terms and conditions have been agreed and accepted by the Village Hall Management Committee and the Trustees. The Village Hall Management Committee, in agreement with the Trustees reserve the right to make changes to these terms and conditions and notify The Named Hirer giving reasonable notice. The Village Hall Management Committee, in agreement with the Trustees, reserve the right to terminate booking if terms and conditions are contravened.

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| **Wembdon Village Hall and Playing Fields Trust:** Conditions of hire The term HIRER shall mean an individual hirer or, where the hirer is an organisation, the authorised representative. 1. **Supervision.** THE HIRER will, during the period of the hiring, be responsible for supervision of the premises, the fabric and the contents; their care, safety from damage however slight; or change of any sort and the behaviour of all persons using the premises whatever their capacity; including proper supervision of the car parking arrangements so as to avoid obstruction. As directed by the Caretaker, THE HIRER shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures or contents and for loss of contents.
2. **Use of Premises.** THE HIRER shall not use the premises for any purpose other than that described in the hiring agreement and shall not sub-let or use the premises for any unlawful purpose or in any unlawful way or 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 sale of alcohol thereon without a licence.
3. **Licences.** THE HIRER shall be responsible for complying with the conditions set by the Premises Supervisor where sale of alcohol is to occur on the premises. **Under no circumstances is alcohol to be supplied to anyone under the age of 18 years.** THE HIRER shall ensure that the WVHPFT holds a Performing Society Rights Licence which permits the use of copyright music in any form eg record, CD, radio etc or by performers in person. If other licences are required in respect of any activity in the village hall the hirer should ensure that they hold the relevant licence or the WVHPFT holds it.
4. **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.
5. **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 Local Magistrates’ Court or otherwise, particularly in connection with any event which includes public dancing or music or similar public entertainment or stage plays. THE HIRER shall comply with the Fire Safety Notes for Hirers available on www.wembdonvillagehall.co.uk.
6. **Health & Hygiene** THE HIRER shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.
7. **Electrical Appliance Safety.** THE HIRER shall ensure that any electrical appliances brought by him to the premises and used there shall be safe and in good working order, and used in a safe manner. Where a residual circuit breaker is provided under terms of the PEL or CPL, the hirer must make use of it in the interests of public safety.
8. **Indemnity.** THE HIRER shall indemnify The Community Hall Management Committee for the cost of repair of any damage done to any part of the property including the curtilage thereof or the contents of the buildings which may occur during the period of the hiring as a result of the hiring. THE HIRER shall be responsible for making arrangements to insure against any third party claims which may lie against him or her (or the organisation if acting as a representative) whilst using the Community Hall.
9. **Accidents and Dangerous Occurrences.** THE

HIRER must report all accidents involving injury to the public to a member of The Community Hall Management Committee as soon as possible. Any failure of equipment either that belonging to the hall or brought in by the hirer must also be reported as soon as possible. Certain types of accident or injury must be reported on a special form (obtainable from the hall representative) to the local authority. This is in accordance with the Executive Reporting of Injuries, Diseases and Dangerous Occurrences Regulation 1995. |  1. **Animals.** THE HIRER shall ensure that no animals (including birds) except guide dogs are brought into the hall, other than for a special event agreed to by The Community Hall Management Committee. No animals whatsoever are to enter the kitchen at any time
2. **Compliance with Children Act 1989.** THE HIRER shall ensure any activity for children under eight years of age complies with the provision of the Children Act of 1989 and that only fit and proper persons who have passed the appropriate Criminal Records Bureau checks have access to the children (checks may also apply where children over eight and vulnerable adults are taking part in activities). THE HIRER shall provide WVHPFT committee with a copy of their Child Protection on request.
3. **Sale of Goods.** THE HIRER shall, if selling foods 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 be the organiser’s name and address and that any discounts offered are based only on manufacturer’s Recommended Retail prices.
4. **Cancellation by the Community Hall Management Committee.** The Community Hall Management

Committee reserves the right to cancel this hiring in the event of the hall being required for use as a Polling Station for a Parliamentary or Local Government election or by-election, in which case the Hirer shall be entitled to a refund of any deposit already paid. 1. **Cancellation by the HIRER.** If THE HIRER wishes to cancel the booking before the date of the event and the Community Hall Management Committee is unable to conclude a replacement booking, the question of payment or the repayment of the fee shall be at the discretion of the Committee.
2. **Unfit for Use.** In the event of the hall or any part thereof being rendered unfit for the use for which it has been hired, the Community Hall Management Committee shall not be liable to the hirer for any resulting loss or damage.
3. **Refusal of Booking.** The WVHPFT reserves the right to refuse a booking without notice or to cancel this hiring agreement either before or during the term of this agreement upon giving 7 days’ notice in writing to the hirer. THE HIRER shall be entitled upon such notice to reimbursement of such monies including the deposit or a proportion of the same as has been paid by the hirer to the Village Hall Management Committee. The Village Hall Management Committee shall not be liable to make any further payment to the hirer.
4. **End of Hire.** THE HIRER shall be 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 the Community Hall Management Committee shall be at liberty to make an additional charge.
5. **Noise.** THE HIRER shall ensure that the minimum of noise is made on arrival and departure.

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