

LINDFORD VILLAGE HALL
35 Sycamore Road, Lindford, Hampshire, GU35 0RD
E-mail admin@lindfordpc.co.uk
Facebook 'Lindford Village Hall'
01420 475788

Conditions of Hire

Basis on which the Hall is hired

1. The Village Hall is owned and run by Lindford Parish Council. In consideration of a hire charge, the Parish Council makes the Hall available under these Conditions of Hire, which govern the hire of all or any part of the premises. Any contract for the hire of the Hall is made between the Parish Council and the person who signs the Booking Form and is based upon these Conditions, the Public Safety Precautions annexed to them and the statements made by the Hirer on the Application Form.
2. If you apply to hire the Hall, your application is an acknowledgement that you have read the Conditions and that you accept them in consideration of the Parish Council making the Hall available to you. The Conditions of Hire and Public Safety Precautions are available from the Parish Office located at the Village Hall, on the Lindford Village Hall Facebook page or online at www.lindfordpc.org.uk under the Village Hall page. When your application has been accepted, you become personally responsible to the Parish Council for ensuring that the Conditions are followed at your event by all those who attend it. Any misuse of the Hall may result in your forfeiting any deposit you have made and/or in a claim for damages by the Parish Council, refusal to hire the Hall to you or your organisation again, and any other action available to the Council. Note especially that some of the Conditions of Hire arise from the public entertainment licensing regulations and your failure to observe them may render you liable to prosecution.
3. All use of the Hall is subject to the absolute discretion of Lindford Parish Council, which reserves the right to refuse any application for its use, without giving reasons. No hirings will be made to persons under the age of 21. Lindford Parish Council also reserves to themselves and to their accredited representatives the right to enter any part of the Hall premises at any time.

Facilities available

4. There are two rooms available for hire: the Main Hall (Perry Room) and the Committee Room (Parker-Smith Room). The maximum numbers of persons allowed onto the Hall premises is 100 for a Main Hall booking and 20 for a Committee Room booking. The majority of the Hall premises are readily accessible to wheelchair users and there are toilets designed for the disabled. Chairs and tables are available in both rooms. The Main Hall is equipped with microphones and sound amplification system, including induction loop, available by agreement at time of booking. There is an induction loop in the Committee Room.
5. The Hall is open for use between the hours of 8.30 am and 10.30 pm Monday to Friday, 8.30 am and 10.30 pm Friday and Saturday and 9 am to 10.30 pm Sunday. The Hall has a Premises License from East Hampshire District Council authorising the following regulated and licensable activities inside the building during the hours from 2 pm to 10.30 pm, Monday to Saturday inclusive: the performance of, and participation in, music and dance, the playing of recorded music, the exhibition of films and video, and the performance of plays. Events whose purpose is the teaching of, as distinct from the performance of or participation in, activities involving dance and music are not restricted by the Premises License. The Hall is **NOT** licensed for the sale or supply of alcohol (see §12 below). The Hall has a license from the Performing Rights Society allowing the use, or performance, of copyright music, but the Council does not accept bookings for discos or similar events involving music amplified above the level of normal domestic audio reproduction. Hirers using sound recordings in public will be expected to obtain a Phonographic Performance Limited (PPL) license, except in the case of charitable events and domestic events such as wedding receptions and birthday parties.

6. The kitchen may be used as indicated in the Booking Form. The kitchen is suited to the preparation and service of tea, coffee, biscuits and similar light refreshments and to the plating of simple meals that have been prepared off-site. (For provision of full meals, see §27.)

7. There are parking spaces for 13 including a designated 'disabled parking bay' with an overflow area for a further 14 on the Hall site, but a booking for the Main Hall or the Committee Room will not guarantee that any specific number of parking spaces is available, as some may be occupied by other users.

Making a booking

8. To request a booking, you should call 01420 475788 or email; admin@lindfordpc.co.uk first.. The Parish Office will advise you whether your proposed event or series of events can take place in the Hall and what the hire charge will be. Please note that the period(s) for which you seek to hire the Hall must include any time necessary for the preparation for your event and clearing up after it.

9. If you decide to make a booking, you must complete an Booking Form and submit it to the Parish Office as soon as possible with **payment in full unless otherwise agreed** (If your booking is far in the future you may be Invoiced nearer the time subject to the discretion of Lindford Parish Council). If you are making a regular booking payment options shall be advised. Payments by cheque or BACS preferred.

10. If your intended event involves children, young people and/or vulnerable adults (other than as participants in a private party involving relatives and friends), you must ensure that the appropriate people have DBS vetting. If your event involves children under eight years of age, it is your responsibility to comply with the requirements of The Children Act 1989 and of the Office for Standards in Education.

11. If your booking is for a commercial venture — that is, for an activity or organisation trading for profit, The Parish Office may require, in addition to the Application Form, a letter on your organisation's official stationery, confirming the purpose, date and period of hire for which you are applying, signed by an authorised signatory, together with a copy of a Public Liability Insurance Certificate valid for the date(s) of hire.

12. If your intended event involves bringing alcohol onto the Hall premises in any way whatsoever, you must advise the Parish Office when seeking a booking and you must include the fact on your Booking Form. In three kinds of circumstance, no further action is then required of you:

- where the alcohol will be in bottles or other containers that remain closed throughout the event and that are used as prizes in raffles, competitions or similar, alongside other non-alcoholic prizes;
- where the event is to be a purely private one, such as a family party or a wedding reception open only to specifically invited guests and where no charge is made;
- where the event is organised by a club or society, but the alcohol is genuinely free of any charge, direct or indirect, to the participants, having been donated, or brought in by individuals solely for their own consumption.

In all other circumstances, including meetings of societies and clubs and functions open to the public, it is necessary to submit a Temporary Event Notice (or TEN) to East Hampshire District Council at least ten days before the date of your event. It is your responsibility to submit the TEN, but you may only do so with the express and prior consent of Lindford Parish Council, to whom you must send a copy of the Council's permission before your event takes place. In all circumstances, you will be responsible legally for the proper management of any sale or supply of alcohol that is permitted at your event.

13. Upon request the Parish Office will send you a countersigned copy of your Application when your booking has been accepted and only when you receive this confirmation can you assume a contract for hire is made. Please remember that your contract to use the Hall entitles you to proceed only with the event for which you applied and only for it to take place under your direct control. You may not make any change to the purpose for which you use the Hall, nor can you delegate or change who controls the event, without the prior written agreement from the Parish Office. Nobody other than signatories to the Application may take charge of an event.

14. It is your responsibility to ensure that any licenses necessary to your event are obtained in good time.

Cancelling a booking

15. If you decide to cancel a booked event, please advise the Parish Office as soon as possible. If you cancel more than two complete weeks before the booked date, any payments you have made will be returned to you, but for cancellations less than two complete weeks before the booked date, and we are unable to re-hire the facilities you shall incur a cancellation fee of 50% your hire fee value. The Parish Clerk may consider genuine reasons for cancellations such as illness and waive this fee.

16. If Lindford Parish Council discovers that, for reasons outside its control, the Hall can no longer be made available to you for an event you have booked, you will be advised as soon as possible. Every reasonable effort will be made to avoid such cancellation and it is likely to occur only if there is a major problem or emergency. In such circumstances, any monies paid by you will be returned promptly, but it is your responsibility to make any contingency arrangements, such as insurance, that you think appropriate, as we will not be liable to you for any resulting direct or indirect loss or damages whatsoever.

17. If Lindford Parish Council considers that the Hall cannot continue to be made available to you because of a failure by you to observe any of these Conditions of Hire, or because it has good reason to believe that the Hall premises may be subject to misuse, any hire charges and deposit paid by you may be forfeited.

Gaining access to the Hall and preparing for your event

18. The charges include a fee to cover a member of staff attending the Village Hall to unlock prior to your event and lock up at the end.

Regular hirers may at the discretion of the Parish Office be issued keys to gain access to the Hall, these shall be provided by the Parish Office, with whom you must make a mutually convenient arrangement for their collection and return. You must sign a register for the keys when you collect them. Their safe custody is your responsibility for the entire period that they are entrusted to you, you undertake that they will not be duplicated, and you agree to pay for their replacement if they are lost. If the keys are stolen or we suspect that they have been duplicated or have come into the hands of third parties, you will be responsible for the cost of changing the locks and replacing all the keys. The external shutters must be raised prior to your event (and lowered after it — see item 34). Should there be a loss of power and you are unable to gain entry contact the emergency number displayed outside the Village Hall on the noticeboard.

19. If, on entering the Hall premises, you discover any damage, serious uncleanliness or other unpreparedness for your use, you must advise the Parish Office immediately, or you may risk being held responsible yourself.

20. No decorations, notices or other objects may be attached to any part of the structure by pins or any means that may mark or otherwise damage the Hall surfaces. No preparations of any kind may be applied to the floors. No heating appliances, or electrical equipment of any kind may be brought onto the premises without the authorisation and, if given, you undertake that the equipment is in good working order and will be used in a safe manner under proper supervision. Electrical equipment powered from the mains supply must have a Portable Appliance Test certificate dated within the last 12 months. You must ensure that no highly inflammable substances are brought into or near the Hall buildings and that no combustible materials

(such as paper or polystyrene decorations) are placed near light fittings or heaters.

Supervising your event

21. It is your responsibility to ensure that the event for which you have booked the Hall is conducted in accordance with your booking and in a safe, orderly and lawful manner. The number attending your event must not exceed that for which your booking was confirmed. You are responsible for ensuring that only those persons entitled to be on the premises remain there and that they conduct themselves properly. You must ensure that you have sufficient competent adults on hand at all times to help you to fulfil your responsibility: this means two people for small events and four for larger events. The responsible adults must maintain a list of attendees in case of emergency.

22. You agree to comply with all laws that apply to your use of the Hall at all times and with all conditions and regulations made in respect of the premises by the Fire Authority and the Local Authority. You must ensure that nothing is done on, or in relation to, the premises that is in contravention with the law relating to gaming, betting and lotteries, and that no indecent or immoral activity occurs.

23. The car park, to the extent that it is available to you, is solely for the purpose of car parking. You are responsible for the supervision of car parking at your event; you must ensure that cars are parked only in the appropriate spaces and that there is no obstruction of the public highway. Barriers can be removed to access the overflow car park.

Fire precautions and public health and safety

24. Smoking is prohibited both within, and immediately adjacent to, the building. No naked flames, including candles, fireworks or similar, may be used. Lindford Parish Council takes the risk of fire very seriously and any evidence of smoking or other fire hazards will be considered a breach of these Conditions. (See also §20.)

25. We have prepared an instruction sheet entitled Public Safety Precautions describing the safety arrangements at the Hall, the precautions to be taken by you and the action to be taken in event of fire or other accident or emergency. This instruction sheet forms part of these Conditions of Hire. Your Application to hire the Hall is an acknowledgement that you have received this instruction sheet, that you have read it and that you understand it. You must advise the Parish Office if you have any doubts on this subject. It is up to the Hirer to ensure that all the people attending an event are made aware of the fire safety precautions and that there are evacuation arrangements for anybody with a disability.

26. The Fire Service must be called to any outbreak of fire, however slight, and details must be given to the emergency contact number displayed outside the Village Hall. In all circumstances dial 999 first.

27. The kitchen and its equipment may be used if, but only if, this has been agreed as part of your booking. It is your responsibility to ensure that the preparation and service of food and drinks are carried out in a clean and safe manner and in accordance with all relevant handling and food hygiene regulations. After use, all items in the kitchen must be washed, dried and returned to their proper places. No items belonging to the kitchen may be removed from the premises. No perishable foods of any kind are to be left in the refrigerator or elsewhere on the premises before or after your event.

Note: The Village Hall has an outside bin storage area for disposal of small items of rubbish. All other rubbish must be taken away after your event and suitably disposed of.

28. No animals of any kind, excepting for organized training classes or trained guide dogs, may be brought onto the Hall premises. No children or guide dogs are permitted in the kitchen at any time. No bicycles or similar outdoor equipment may be brought into the Hall buildings.

Avoiding noise and nuisance

29. Your event must be conducted throughout with proper respect for the Hall building and car park and for the fact that the Hall is situated in a residential neighborhood. Loud noise or other obtrusive

conduct must not be allowed at any time. In particular, no sound amplifying equipment may be brought onto the premises without the prior permission of the Parish Office and you are advised that such permission will not normally be given.

30. An evening booking of the Hall will not normally extend beyond 10.30 pm from Sunday to Thursday. By this time, you must not only have vacated the Hall and its premises, but departed the area in a quiet and neighborly manner. On Friday and Saturday, this time limit is extended to 11pm. Please ensure that you bring your event to a close with sufficient time for those attending to disperse and for the necessary clearing up. In exceptional circumstances, with the agreement of the Committee, an extension may be granted for clearing up. All activity must still cease by the times stated.

Removing your equipment and other belongings from the Hall

31. Neither the Hall nor any part of the premises may be used to store your equipment or other belongings before or after a booked event unless, exceptionally, this has been agreed beforehand and any additional charge has been paid. In any case, the Village Hall accepts no responsibility for any stored equipment or other property brought onto, or left at, the premises and all liability for loss or damage is hereby excluded. If property is left at the premises without agreement or without payment of an agreed charge, Lindford Paris Council may remove the property seven days after the hiring and dispose of it by sale or otherwise on such terms and conditions as they think fit and charge the Hirer any costs incurred in storing, selling, or disposing of it.

32. Regular Hirers of the Hall, who have made arrangements for their equipment to remain on the premises between events, must ensure this is stored as agreed and are responsible for its security and insurance.

Leaving the Hall clean and secure

33. Before you leave the Hall, you must ensure that it is left in a clean and tidy condition, any debris or spillages cleaned away and all tables, chairs and other equipment returned to their proper places using the trolleys provided. Any spillages on the floor of the Main Hall must be cleaned up immediately to avoid seepage into the cavity below the wooden floor. Brooms and other basic cleaning equipment are available in the cupboard adjacent to the kitchen and they should be returned there after use.

34. For one-off events, you **must take your rubbish away**, as the bins at the hall are not big enough to take large quantities. This also applies to any other event that creates significant amounts of rubbish.

35. It is your responsibility to ensure first that all lights and heaters are turned off, all windows completely closed and fastened, all doors properly locked, there are no people in the building, and only then that the external shutters are lowered. It is in your interest to check these precautions very carefully, as you may be held liable for any loss or damage that results from your failure to do so.

Accidents and damage

36. If any accident occurs to any person at, or as a result of, your event, you are required to complete an Accident Report Form in the Accident Book that is provided as part of the First Aid equipment placed in the kitchen area of the Hall. You must complete all sections of the Form and add the names and addresses of witnesses, if there were any. You must then hand the Form to Parish Office as soon as possible.

37. You must also report to the Parish Office as possible any incident, however slight, to which any of the emergency services were called or caused dispute with neighboring home owners..

38. If any damage to the Hall or its equipment, however slight, occurs during your period of hire, it is your responsibility to advise the Parish Office.

It is a condition of hire that you agree to make good such damage to the satisfaction of Lindford Parish Council or to reimburse them for so doing.

39. The Hall is insured against any claims arising out of its own negligence. You are advised to make

your own insurance arrangements for your personal and/or your organisation's property, as Lindford Parish Council accepts no responsibility for it, nor is it covered by the Hall's insurance.

General

40. The liability of Lindford Parish Council in respect of its breaches of the relevant contract for hire shall be limited in amount to **the amount paid by the Hirer for the relevant contract** and nothing contained in these Conditions shall entitle the Hirer to pursue, exercise or enforce any right or remedy in respect of any such breach against the personal estate, property, effects or assets of any of the members of the Parish Council or against any assets for the time being vested in the Trustees which are not assets of the company.

41. Nothing in these Conditions is to imply or warrant that the Hall may lawfully be used or is physically suitable for the purposes intended.

42. You must not do, or omit to do, anything that would cause any insurance policy in relation to the Hall to be wholly or partly void or voidable or that would cause an additional insurance premium to become payable. If you have any doubts in this regard, you are advised to ask the Parish Office to see the Hall's insurance policy and if necessary to take further advice.

43. All notices served by either party pursuant to the provisions of these Conditions shall be in writing, and shall be sufficiently served if delivered by hand, or sent by recorded delivery to the address of the other.

44. None of the rights or obligations contained in these Conditions may be assigned or transferred to any other person.

45. No variation of these Conditions shall be effective unless it is recorded in writing and signed by, or on behalf of, each of the parties.

46. Any rights or duties implied by the terms of the Contract (Rights of Third Parties) Act 1999 are excluded and no third party shall be able to enforce any provisions of these Conditions.

47. These Conditions represent the entire agreement of the parties relating to the hire of the Hall. They supersede all previous and other agreements, arrangements and understandings between the parties but nothing in these Conditions shall be read or construed as excluding any liability resulting from any fraudulent act or omission by any party.

48. These Conditions shall be governed by, and construed in accordance with, English law and the parties hereby submit to the non-exclusive jurisdiction of the English courts.

Bookings: Stephen Holden (Clerk) or Tanya Hampshire (RFO) 01420 475788 or email admin@lindfordpc.co.uk

Lindford Village Hall. 35 Sycamore Road. Lindford. Bordon. GU35 0RD

You are advised that external CCTV is in operation at all times.