**ILSINGTON VILLAGE HALL BOOKING FORM**

|  |
| --- |
| **DATED:** |

**PARTIES:**

1. The Village Hall named in clause 2.2 acting by its management committee:
2. The person or organisation named in clause 2.3:

**AGREED** as follows:

1. Throughout this Agreement:

* the Village Hall named in clause 2.2 is referred to as “we”; “our” is to be construed accordingly and “we” and “us” mean and include the Village Hall’s charity trustees, employees, volunteers, agents and invitees
* the person or organisation named in clause 2.3 is referred to as “you”; and “your” is to be construed accordingly; “you” also includes the members of your management committee (if appropriate), your employees, volunteers, agents and invitees
* where you must seek our consent, tell us about something or give us something, you must speak to and seek consent from the Bookings Clerk or, if not available, any of our charity trustees.

1. In consideration of the hire fee described in clause 2.4, we agree to permit you to use the premises described in clause 2.5 for the purpose described in clause 2.6 for the period(s) described in clause 2.1. The details inserted in sub-clauses 2.1 to 2.6 below and the answers to the questions in sub-clauses 2.7 to 2.11 are terms of this Agreement. This Agreement includes the annexed Standard Conditions of Hire and the Special Conditions of Hire (if any) set out in the attached Schedule.
   1. **Bookings (**\*Time must include set up and clearing up time)

|  |  |
| --- | --- |
| **Purpose of Hiring** |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **Single Booking** | | | |
| Date Required | From (Time)\* | Until (Time)\* | Number of Hours |
|  |  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **Repeating Bookings** | | | |
| Date Required | From (Time)\* | Until (Time)\* | Number of Hours |
|  |  |  |  |
| Last Date Required | Number of Weeks |  |  |
|  |  |  |  |

* 1. **Ilsington Village Hall**
  2. Registered Charity No: **300870**
  3. Authorised Representative: **Bookings Clerk or Deputising Member of Management Committee**

Email: ilsingtonvhbookings@gmail.com

* 1. **Hirer**

|  |  |
| --- | --- |
| Name |  |
| Organisation |  |
| Address & Postcode |  |
|  |  |
| Telephone Number |  |
| Email Address |  |
| Name of Designated Fire Steward |  |

* 1. **Hire Fee**

|  |  |
| --- | --- |
| Hire Fee | £ |
| Deposit | £ |
| Balance | £ |
|  |  |
| Damages Deposit | £ |

A deposit may be required at the time you sign this Agreement. The balance is payable on conclusion of the event for which you hire the premises. At the discretion of the Management Committee, an additional damages deposit may be required to cover the cost of damages and any additional cleaning. We will refund the deposit within 28 days of the termination of the period of hire provided that no damage or loss has been caused to the premises and/or contents, the internal and external of the hall is left in a clean and tidy state and no complaints have been made to us about noise or other disturbance.

* 1. **Premises**

|  |  |  |
| --- | --- | --- |
| Main Hall only Yes / No | Meeting Room only Yes / No | Main Hall & Meeting Room Yes / No |

* 1. **Event Details**

|  |  |
| --- | --- |
| Will tickets be sold? | Yes / No |
| Will food be provided? | Yes / No |
| Will alcohol be provided? | Yes / No |
| Will there be an exhibition / film? | Yes / No |
| Will live music be performed / recorded music played? | Yes / No |
| Is this a commercial hire? | Yes / No |

1. You agree not to exceed the maximum permitted number of people per room including the organisers/ performers: Main hall: 75 seated, 100 other events, Meeting room: 25.
2. You hereby acknowledge the conditions of the Music, Entertainment and Alcohol licences set out below and agree to abide by the terms and conditions of each as shown on our website:

**4.1** The hall has a Music Licence with PPL/PRS Ltd for playing and performing music in Ilsington Village Hall, subject to TheMusicLicence terms and conditions.

**4.2** The hall has a Premises Licence authorising regulated entertainment only. If regulated entertainment not covered by our licence is to be held you must obtain our consent to give notice of a TEN to the licencing authority.

**4.3** The hall does not have a Premises Licence to sell alcohol. If alcohol is to be provided at the event you must obtain our consent to give notice of a TEN to the licencing authority.

If you fail to comply with 4.1, 4.2 or 4.3 we will cancel the hiring without compensation. Re 4.2 / 4.3 this is due to the limit on the number of TENs that can be granted annually for any premises. Lack of co-operation could affect future fundraising by us/local voluntary organisations. Further information on TENs is available from [Teignbridge Council](https://www.teignbridge.gov.uk/licensing/alcohol-and-entertainment/temporary-event-notice/temporary-event-notice-information/).

1. You agree to be present (by your authorised representative, if appropriate) during the hiring and to comply fully with this Agreement.
2. We and you hereby agree that the Standard Conditions of Hire (see below), together with any additional conditions we deem necessary, form part of the terms of this Agreement unless we and you agree in writing.
3. None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.

|  |  |
| --- | --- |
| Signed by the person named at 2.2(b) above, duly authorised, on behalf of the Village Hall: |  |
| Signed by the person named at 2.3(a) above or at 2.3(c) above, duly authorised, on behalf of the organisation named at 2.3(b) above, where applicable: |  |

**Standard 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 ensuring that all Standard Conditions under this Agreement relating to management and supervision of the premises are met.

1. **Supervision**

During the period of the hiring, you are responsible for:

1. supervision of the premises, the fabric and the contents;
2. care of the premises, safety from damage however slight or change of any sort; and
3. 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.

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.

1. **Use of premises**

You must not use the premises (including the 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.

1. **Insurance and indemnity**
2. You are liable for:
3. costs arising from accidental and malicious loss or damage and for loss or damage arising out of your negligence to any part of the premises including its curtilage or its contents
4. costs arising from accidental and malicious loss or damage and for loss or damage arising out of your negligence done to our WiFi service (if any)
5. all claims, losses, damages and costs made against or incurred by us, our employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of your use of the premises (including the storage of equipment) and your use of our WiFi service (if any), and
6. all claims, losses, damages and costs made against or incurred by us as a result of any nuisance caused to a third party as a result of your use of the premises and/or the use of our WiFi service (if any), and subject to sub-clause 4(ii), you must indemnify us against such liabilities.
7. We will take out adequate insurance to insure the liabilities described in sub-clauses 4(i)a) and 4(i)b) above and may, in our discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses 4(i)c) and 4(i)d) above. We will claim on our insurance for any liability you incur but you must indemnify us against:
8. any insurance excess incurred and
9. the difference between the amount of the liability and the monies we receive under the insurance policy.
10. Where we do not insure the liabilities described in sub-clauses 4(i)c) and 4(i)d) above, you must take out adequate insurance to insure such liability and on demand must produce the policy and current receipt or other evidence of cover to our Bookings Clerk. If you fail to produce such policy and evidence of cover, we will cancel this Agreement and re-hire the premises to another hirer.

We are insured against any claims arising out of our own negligence.

1. **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 gaming, betting and lotteries.

1. **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).

1. **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 under the Deregulation Act 2015.

1. **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 film. The Deregulation Act 2015 requires you to have our written permission to show a film. This agreement confers the required permission on you.

1. **Safeguarding children, young people and adults at risk**

You must ensure that any activities for children, young people and adults at risk are only provided by fit and proper persons in accordance with the Children Act 1989 and 2004, the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, you must provide us with a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS). All reasonable steps must be taken to prevent harm, and to respond appropriately when harm does occur. Relevant concerns must be reported.

1. **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 assessments 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 Bookings Clerk.

1. You acknowledge that you have received instruction in the following matters:

* The action to be taken in event of fire, including calling the Fire Brigade and evacuating the hall.
* The location and use of fire equipment. (Include diagram of location when handing over keys.)
* Escape routes and the need to keep them clear.
* Method of operation of escape door fastenings.
* Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
* Location of the first aid box.

1. In advance of any activity whether regulated entertainment or not you must check the following items:

* That all fire exits are unlocked and panic bolts are in good working order.
* That all escape routes are free of obstruction and can be safely used for instant free public exit.
* That any fire doors are not wedged open.
* That exit signs are illuminated.
* That there are no fire-hazards on the premises.
* That emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

1. **Noise**

You must ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. You must, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

1. **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:

1. no one attending the event consumes excessive amounts of alcohol
2. no illegal drugs are brought onto the premises.

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.

1. **Food, health and hygiene**

You must, if preparing, serving or selling food, 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.

1. **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.

1. **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:

1. 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
2. your failure to dispose of any property brought on to the premises for the purposes of the hiring.
3. **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.

1. **Accidents and dangerous occurrences**

You must report to us 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 us as soon as possible and complete the relevant details on our accident form. You must report certain types of accident or injury on a special form to the Incident Contact Centre, further details are available [here](https://www.hse.gov.uk/riddor/index.htm). This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

1. **Explosives and flammable substances**

You must ensure that:

1. Highly flammable substances are not brought into, or used in any part of the premises.
2. No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are erected without our consent.
3. **Heating**

You must ensure that no unauthorised heating or cooking 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.

1. **Animals**

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

1. **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 indemnified us 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.

1. **Sale of goods**

You must, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, you must ensure that the total prices of all goods and services are prominently displayed, as must be the organiser’s name and address and that any discounts offered are based only on Manufacturers’ Recommended Retail Prices.

1. **WiFi Services**

When using the WiFi service you agree at all times to be bound by the following provisions:

1. not to use the WiFi service for any for the following purposes:
2. disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;
3. 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;
4. interfering with any other persons use or enjoyment of the WiFi service; or
5. making, transmitting or storing electronic copies of material protected by copyright without permission of the owner;
6. to keep any username, password, or any other information which forms part of the WiFi service security procedure confidential and not to disclose it to any third party.
7. **Termination of the WiFi service**

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

1. if you use any equipment which is defective or illegal;
2. if you cause any technical or other problems to our WiFi service;
3. if, in our opinion, you are involved in fraudulent or unauthorised use of our WiFi service;
4. if you resell access to our WiFi service; or
5. if you use our WiFi service in contravention of the terms of these Standard Conditions.
6. **Availability of WiFi Services**
7. Although we aim to offer the best WiFi service possible, we make no promise that the WiFi service will meet your requirements. We cannot guarantee that our WiFi service will be fault-free or accessible at all times.
8. It is your responsibility to ensure that any WiFi enabled device used by you is compatible with our WiFi service and is switched on. The availability and performance of our WiFi service is subject to all memory, storage and any other limitations in your device. Our WiFi service is only available to your device when it is within the operating range of the main hall.
9. 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 WiFi 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 WiFi service. Network speed is no indication of the speed at which your WiFi enabled device or our WiFi service sends or receives data. Actual network speed will vary based on configuration, compression and network congestion.
10. **Privacy and Data Protection**
11. We may collect and store personal data through your use of our WiFi service.
12. We may process all information about you which is provided in relation to our WiFi service in accordance with your legal rights under the Data Protection 1998 and solely for the purposes of offering the WiFi service.
13. By using our WiFi service, you agree to the terms of this clause 26. If you would like more information or object to anything in these conditions, you should speak to the Booking Clerk.
14. When using the WiFi service the Hirer agrees at all times to be bound by the following provisions:
15. not to use the WiFi service for any for the following purposes:
    1. disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;
    2. 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;
    3. interfering with any other persons use or enjoyment of the WiFi service; and
    4. making, transmitting or storing electronic copies of material protected by copyright without permission of the owner
16. to keep any username, password, or any other information which forms part of the WiFi service security procedure confidential and not to disclose it to any third party.
17. **Cancellation**

If you wish to cancel the booking before the date of the event and we are unable to conclude a replacement booking, we may, in our complete discretion, return the deposit or require payment of the hire fee.

We reserve the right to cancel this Agreement by giving you written notice in the event of:

1. the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;
2. 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;
3. the premises becoming unfit for your intended use;
4. 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.

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.

1. **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.

1. **No alterations**

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. In our discretion, any alteration, fixture or fitting or attachment which we have approved may remain in the premises at the end of the hiring. Such items will become our property unless you remove them and you must make good to our satisfaction any damage you cause to the premises by such removal.

1. **No rights**

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

**APPENDIX 1 – Special Conditions of Hire**

**1. Hire Charges**

Main Hall £12.00 per hour, Meeting room, £9.00 per hour, combined hall and meeting room £20.00 per hour (chargeable in 1 hour increments). Charges include lighting, hot water and non-exclusive use of the car park for the period of hire. There is an electricity payment meter which takes £1 and £2 coins for the use of the wall heaters and kitchen cooker. This is situated in the top cupboard on the left of the Main Hall entrance. Discounts for extended hires may be negotiable.

**2. Key Collection**

The Village Hall keys are held in Ilsington Village Shop and may be collected and signed for during shop opening times (see their [website](https://www.ilsingtonvillageshop.co.uk/) for opening times). If you require the key outside shop hours please make arrangements with the booking clerk. Doors and windows must be shut and locked when leaving and keys must be returned to the village shop and may be posted through their letter box when closed.

**3. Advertising**

Details of public events held in the Village Hall may be advertised on the Village Hall notice board, our website and Facebook page. Please contact the Management Committee with details.

**4. Music and Noise**

The hall is situated in a residential area, please be sensitive to outside noise levels especially when entering and leaving. The playing of live or recorded music is not permitted after 12.00pm. The hirer must ensure all doors and windows are closed after 11.00pm and volume levels reduced to prevent nuisance to the neighbouring properties.

The property must be vacated 15 minutes after the agreed hire period for your event. Please ensure any 3rd parties are aware of the hire period as they will not be able to enter before/after this time.

**5. Drinks and Refreshment**

Ilsington Village Shop is our preferred supplier for all drinks and refreshments. They offer a discount on purchases for a confirmed event in the Village Hall provided you discuss your requirements with the Village Shop Manager at least two weeks in advance of the event. All alcohol sales require the approval of the Management Committee and a separate Temporary Event Notification (TEN) application has to be made to Teignbridge Council (see Booking Form section 4.3).

**6. Tables & Chairs**

These are stored in the left hand of the three cupboards at the end of the hall. There are 13 trestle tables and 16 Square tables. Chairs are stored on trolleys, please release brakes before moving and follow storage instructions on the wall.

**7. Kitchen equipment**

120 side and 120 dinner plates, 120 cups, 90 mugs, pint, half pint and wine glasses. Hot water urn controlled by a time switch, kettle, microwave, tea towels, teapots, fridge/freezer, dish washer, cutlery, electric oven with ceramic hob (on payment meter). Only use equipment as per the instruction manuals provided.

**8. Footwear**

Stiletto shoes or boots must not be worn. All muddy shoes to be removed.

**9. Dimensions**

Hall height 3.2 m (however lights drop 0.2 m below this), length 10.6 m, width 7.6 m

**10. Breakages**

Please note all damage, breakage and theft of village hall property and property of other Hall users must be paid for and will be included in bill or deducted from your deposit. The hall is regularly inspected. Any lettings for use by under 18s require a responsible adult steward to remain at the village hall during hire.

**11. Cleaning and Refuse**

Please sweep the hall after use. Please use the black wheelie bin and recycling facilities at the hall. Please do not overfill and we ask that you take any excess refuse home with you.

**12. GDPR**

Booking forms are kept for three months after hire, then are destroyed. Personal data from individuals making bookings is held securely, and only used for the purposes of making hall bookings.

**13. Disabled Access**

The premises have a front access ramp and toilet facilities for disabled users. The Management Committee encourages hirers of the hall to consider the needs of disabled people.

**14. Accidents**

A fire blanket and first aid box (including accident forms) are located in the kitchen. Accidents must be recorded on our accident form and certain types of accident or injury must be reported to the Incident Contact Centre of the Health & Safety Executive (see section 17 of Standard Conditions of Hire).

**15. Smoking**

Smoking of tobacco or other products, vaping and the use of candles or other items is not permitted in any part of the building. The use of drugs on the premises will action a life time ban.

**16. Emergency Exits**

Emergency exits and fire doors must be kept clear of all obstructions. Please do not use the emergency exits for entering or bringing goods into the hall.

**17. Electrical Equipment**

For your own safety any portable electrical equipment you wish to use in the Village Hall should have been PAT tested within the last year and have a valid certificate. No additional heating or cooking equipment may be used without our prior consent and additional costs for electricity may be charged at our discretion.

**18. Emergency Contact Information**

Please contact the following in case of emergency:

Chairman – Penny Biggs Tel: 01364 661260 Mobile 07503 581284

Hall Manager – Christopher Sheldon Tel: 01364 698244 Mobile: 07767 988120

Grounds Manager – Mark Parsons Mobile: 07860 935778

**19. Hall Policies**

You must abide by the conditions of our Health and Safety, Fire and Insurance policies as well as our Music and Premises Licences which may be downloaded from our [website](http://www.ilsingtonvillagehall.co.uk/).