

HARBOROUGH MAGNA VILLAGE HALL

TERMS AND CONDITIONS OF HIRE

General

The Village Hall is principally, but not exclusively, for the use of local residents and groups. Local users will have priority, particularly when there are competing demands. Applications must be made via the on-line Booking Request Form and will generally be accepted on a first come - first served basis. Bookings will be confirmed following receipt of a completed Hire Agreement and the payment of a deposit in line with the published Hiring Rates.

The HIRER is responsible for ensuring that the premises are used only for the purpose described in the Booking Request. The HIRER may not sub-hire or allow the premises to be used for any unlawful or unsuitable purpose or in any unlawful way, nor do anything or bring onto the premises anything which might endanger the premises or render invalid any insurance policies covering the premises.

The HIRER must be present during the whole period of the event and, should there be sales of alcohol, must make him/herself known to the bar staff at the start of the event. If for any reason the HIRER has to leave the premises then he/she must inform the bar staff and nominate a deputy to stand in. The OSCR Trustees reserve the right to refuse any application received for the hire of the hall e.g. from teenagers or persons under the age of 21, or to increase the returnable deposit.

Definitions

For the purposes of these conditions, the term HIRER shall mean an individual hirer, or where the hirer is an organisation, the authorised representative.

The **TRUSTEES** of the Old School Community Rooms Charity No.1185789 have ultimate responsibility for the Harborough Magna Village Hall and may delegate day to day management to a Management Committee.

The **HIRER** is responsible for ensuring compliance with these terms and conditions.

Local(s) – when referring to persons means residents, their family members and people who work in Harborough Magna, Harborough Parva or Easenhall.

Private Users - must not make a charge for entry to the event or for the purpose of the hire. Private users (as the Hirer) are **not** permitted to levy a charge for entrance on any participant in the booking, (e.g. Wedding receptions, birthdays, anniversaries, christenings)

Community Groups - Those hirers that have charitable and/or non-commercial status or exist for the benefit of the local population community, may with the permission of the Trustees, (or the appointed Management Committee) levy admission charges on some or all participants.

Commercial and Corporate Users - this will include political organisations, elections, auctions, trade & craft fairs, etc. May, with the permission of the Trustees (or the appointed Management Committee) levy admission charges.

Regular Hirers - must commit to hire for a minimum of 12 consecutive sessions and pay for a month at a time, in advance. The Hirer will then qualify for a discount on room hire rates only. The current discounts for regular users will be published on the Harborough Magna Village Hall website. Regular Hirers must continue to make payment monthly in advance until the termination of their booking.

Any damage or breakages caused during the hire session must be reported on the appropriate form (please see the Village Hall notice board) and paid for.

Payment

Full payment of hire charges and the relevant refundable deposit must be made before a booking is confirmed.

The current room hire rates and refundable deposit can be found on the Harborough Magna Village Hall website.

Full payment for the hire (in addition to the deposit) is required at the time of booking confirmation and the booking is not confirmed until the payment is received and a receipt and a confirmation notice has been sent to the hirer. The Trustees (or appointed Management Committee) will; provided the rooms are left in a clean and tidy state, no unacceptable behaviour has occurred, no damage or noise nuisance has been caused and all other Conditions of Hire have been met; refund the deposit in full within 14 days after the end of the event. Unless other means of refund are agreed this will be returned by on-line payment to the payee of the deposit.

The full payment (in addition to the deposit) is required 28 days in advance of the hire date unless a booking confirmation is made within 28 days of the event in which case payment is due immediately. An email receipt and a copy of the Hire Agreement will be issued to confirm full payment (and deposit) has been received within 5 working days. Any queries with regard to charges must be raised within seven days.

Payment methods

On-line payment should be made to **Sort Code:** 20-23-60 **Account No:** 00687596 stating your surname and event date in the reference field.

Cheques payable to: **O.S.C.R.**

Last revision dated: 15th July 2020
The Old School Community Rooms (Charity No. 1185789)

Harborough Magna Village Hall

We do not accept cash payments or payment by debit or credit card and do not offer credit facilities.

Cancellation Policy

Cancellations of bookings must be given in writing (letter or e-mail)

- post to: Bookings Secretary, Harborough Magna Village Hall, Main Street, Harborough Magna CV230HS
- email to bookings@hmvh.org

and will only be effective once confirmed by the Bookings Secretary. The Cancellation will be effective from the day of receipt of such notice. If the Hirer needs to cancel a booking, for whatever reason, he/she will then become liable to pay the OSCR a cancellation fee as follows:-

| If cancelled | Hirer will be charged |
|--|--|
| More than 3 calendar months before the event | Nothing - the hiring fee and the deposit will be returned in full |
| Less than 3 calendar months before the event | The hiring fee will be returned in full and 50% of the refundable deposit. |
| Less than 14 days before the event | 100% of all costs (deposit, hire charges and extras)* |

OSCR reserves the right to cancel a letting if the village hall is required for use as a Polling Station for Parliamentary and Local Government election or by-election, or where a function or wedding is booked on a Friday evening or all day Saturday or Sunday.

OSCR also reserves the right to cancel the hiring agreement upon giving 7 days notice in writing to the hirer.

In the event of the hall being rendered unfit for the use for which it was hired, OSCR shall not be liable to the HIRER for any resulting loss or damage.

In cases of cancellation by OSCR, the HIRER shall be entitled to reimbursement, by cheque or on-line transfer, of such monies previously paid by the hirer. OSCR shall not be liable to meet any other costs or make any further payment to the hirer.

Hours of Opening

The village hall is available for use Monday to Friday from 0800hrs to 0000hrs. Saturday 0900hrs to 2300hrs. Sundays and Bank Holidays 0900hrs to 2200hrs. Permission for access or activities to be undertaken outside these hours must be sought from the OSCR Trustees.

Supervision and Care of the Premises

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Harborough Magna Village Hall

Our aim is to ensure the building is maintained to a safe, high standard for the benefit of all users. During the period of the letting, the HIRER is responsible for the supervision of behaviour and safety of all persons attending the event and the care of the premises, including the fabric and contents, to ensure safety from damage. This includes proper supervision of car parking arrangements so as to avoid obstruction of the highways. The hirer must confine guests to those parts of the facilities which have been included in the hire agreement.

Sufficient qualified supervisors (aged 21 or over) must be in attendance at all times during the hiring. Where the hiring is on behalf of a group of juniors, a minimum of 3 supervisors, aged over 21 years of age, shall be provided irrespective of the size of the gathering or 1 supervisor for every 25 persons present, whichever is the larger. Children must be kept under control and supervised by a parent or guardian at all times.

Child Protection.

The HIRER is responsible for ensuring that any activities that include children comply with the provisions of the Children's Act 1989 and all subsequent legislation and that only fit and proper persons have access to the children and that there are appropriate numbers to supervise them. You must also ensure that any activities for 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 appropriate, you must provide a copy of the Safeguarding Policy and evidence that you have carried out relevant checks through the DBS.

Entertainment/Noise

The HIRER shall ensure that nothing is done on the premises in contravention of the laws relating to gaming, betting or lotteries.

Hirers are welcome to hire discos and/or bands for their weddings and functions. You can do this through Upfront Entertainments Agency Ltd - website: www.upfrontentertainments.com. Otherwise all DJ's/Bands must contact the venue prior to a booked event and must supply public liability insurance and proof that all equipment has been PAT tested. Bands are required to keep to reasonable sound levels as determined by Environmental Health and not put speakers or amplifiers directly onto the stage.

Noise levels will be checked during the period of hire by decibel meter. Failure to remain within reasonable noise levels will result in the full loss of deposit and immediate closure of the event. The HIRER must also ensure the Fire Doors are kept closed at all times except in an emergency.

The HIRER is responsible for ensuring that the minimum of noise is made by their guests on arrival or departure. At the end of the hiring, the HIRER shall be responsible for ensuring that all guests leave the premises quietly. We

would very much appreciate if guests could pre-book taxi's so as to minimise the disturbance to our neighbours whilst waiting outside for its arrival.

Care of Hall and Equipment

At the end of the hire period the HIRER should ensure that chairs and tables are moved and placed carefully so that the walls, floors and cupboard doors are not damaged. To protect the floors, appropriate footwear should be worn in the building and stiletto heels should be avoided. To reduce the risk of damage, wax crayons, paint, marker pens and similar implements that could cause marks should not be brought on to the premises unless proper supervision can prevent misuse. Helium balloons, inflated balloons cannot be left in the village hall overnight.

Lit candles or any other naked flames are not permitted on the premises. Sparklers and fireworks are not permitted on the grounds. Decorations may only be put up in the lobby and main hall after consultation with the Bookings Secretary and only using Blu-tac, magnets, Command strips or similar product. **Sellotape, nails and pins are not allowed.**

Equipment brought into the hall

The HIRER is responsible for ensuring that any electrical, or other equipment brought on to the premises has been PAT tested, is in good working order and used in a safe manner. It must conform to Electricity at Work Regulations 1989.

Ball games are not allowed in the building unless agreed by OSCR Trustees.

No dogs, except guide dogs may be brought into the hall, except at the discretion of OSCR Trustees.

OSCR accepts no responsibility or liability for any equipment left on the premises by the Hirer. The Committee reserves the right to request the Hirer to remove the Hirer's equipment at any time.

Health and Safety

The HIRER shall comply with all regulations made in respect of the premises by the Fire Authorities; Local authorities; Local Magistrates or other legally constituted body. Nothing should be done that will endanger the safety of people or render invalid the insurance policies relating to the hall or its contents. A first aid kit is situated in the kitchen. An accident book is situated in the entrance lobby and should be completed if an accident occurs.

Hazards and Fire Prevention

The HIRER is responsible for making visitors aware of emergency evacuation routes and the procedure in the event of a fire. OSCR ensures that all Fire appliances are inspected routinely and the HIRER must ensure they are kept in their proper places and used for no other purpose. In the event of fire, occupants should exit by the designated routes and assemble at the fire

meeting point. Fire doors must be kept closed i.e. not propped open. This includes the entrance door and doors in the lobby. Escape routes and walkways are to be kept clear of obstructions at all times. Please note fire exits, fire assembly point and location of fire extinguishers and fire alarm points. Fire appliances should only be used by trained personnel and no responsibility is accepted for use by those untrained.

Drink and Food

A kitchen is available for private use or for professional caterers and has a hob, small oven and refrigerator. The oven is not for full food preparation but can be used for re-heating. If preparing, or serving food, the HIRER should ensure that all relevant food health and hygiene regulations are observed. Health and Safety is a priority in the kitchen and any equipment and food obstructing walkways is not permitted. Children are not allowed in the kitchen and particular care should be taken when using any kitchen or cooking equipment. All food is to be removed at the end of the hire period by the HIRER.

Drunk and Disorderly Behaviour and Supply of Illegal Drugs

Drunkness and drug-taking are not acceptable and will result in the offender/s being required to leave the premises immediately and the closure of the event and loss of deposit. Abusive and threatening behaviour will also result in the closure of the event and loss of deposit.

Smoking

The building is a non-smoking venue and the HIRER is responsible for ensuring that there is no smoking in the premises and that guests comply with the prohibition of smoking in public places provisions of the health Act 2006 and regulations made thereunder. Guests who wish to smoke may use the designated smoking area and dispose of cigarette ends, matches, etc in the containers provided.

Cleaning up.

Any spilled drinks need to be wiped up immediately. Harborough Magna Village Hall does not employ cleaners. The village hall will be inspected after each use and, should the premises not be left in the state they were hired, a charge for cleaning will be deducted from your deposit. The HIRER shall be responsible for leaving the building and its surrounds in a clean and tidy condition. This includes ensuring that all surfaces, including floors, are cleaned of any spilled liquids and that floors swept of food and decorations. All decorations should be removed from the premises at the end of the hire period. Any left will be disposed of and a charge may be levied. Any equipment temporarily removed from its usual storage position should be properly replaced.

On leaving the hall, the HIRER should check that all lights have been turned off and that all doors and windows are closed and locked. The gate to the premises should also be closed on exit. The keys must be returned to the key holder, failure to do so will result in loss of deposit.

Damage - if any furniture, fixtures or fittings etc. are damaged by your guests, the cost will be taken out of your deposit payment. If the repairs exceed the deposit amount a bill will be sent to you for the difference

Parking

There is on-road parking for a limited number of vehicles. There is no car park at the village hall.

OSCR reserves the right to make an additional charge, or retain any deposit paid, to meet the cost of replacement of broken items, or reparation of the building. Any damage or breakages should be brought to the attention of the OSCR Trustees as soon as possible. The Village Hall's Management Committee shall not be liable for any loss or damage to any property, nor loss, damage or injury to any persons using the facilities during the hiring, arising from any cause. The HIRER indemnifies OSCR against loss, damage or injury, howsoever caused. (It is recommended that the HIRER should consider insuring himself/herself/themselves against any such possibilities).

This agreement constitutes permission only to use the premises for the duration and purpose of the hire and confers no tenancy or other right of occupation on you.

These Terms and Conditions are intended to help ensure that visitors to the hall are able to have a safe and enjoyable event. If there is a need for clarification or there are any concerns or suggestions, please contact the trustees via the Bookings Secretary.