

**Dalwood Village Hall Trust  
(Registered Charity 300809)**

**Dalwood  
Devon  
EX13 7EQ**

**Bookings:  
Linda.langman@hotmail.co.uk**

**Hiring Terms & Conditions**

**IMPORTANT**

**Please read this document, as by hiring the hall you are agreeing to all the terms & conditions contained herein**

**1. Supervision & Responsibility**

- a. The hirer must be over 18 years of age and must supervise their event in a responsible manner in order to avoid damage to property or injury to persons.
- b. The hirer is liable for the cost of repair of any damage (including accidental or malicious damage) to the hall or hall equipment (reasonable wear & tear excepted) & for the cost of replacement of any missing items, resulting from their hire of the hall.
- c. Hirers must NOT leave the hall unattended & unlocked, except in the case of fire or other circumstances of serious danger to persons.

**2. Payment and Cancellations.**

- a. Village organisations and approved regular hirers will be invoiced.
- b. For all other hirings, payment must be made in advance by BACS payment wherever practicable. BACS payment details are:

HSBC  
Sort code: 40-08-38  
Account No: 41286188

- c. The repayment of any hire fee will be at the sole discretion of the trustees in the event of cancellation by the hirer.
- d. The trustees reserve the right to cancel any hiring in extraordinary or special circumstances by giving notice to the hirer and will not be liable to the hirer for any resulting direct or indirect loss or damages whatsoever.

**3. Hall Insurance.**

- a. We strongly advise that you take out your own public liability insurance, to fully cover your specific risks.
- b. The hall trustees are insured in respect of any claim or claims arising out of the trustees' proven negligence in the operation & management of the hall.
- c. If hirer is either a Registered Charity; a non-charity Community group; a family or individual hiring for private functions then an extension of our policy called Hirer's Liability of £2m is available PROVIDED that the following criteria are met:
  - (1) The activity is non-commercial
  - (2) The Hirer is not insured for this activity elsewhere
  - (3) The activity is of benefit to the local community
  - (4) The Hirer is not performing excluded activities<sup>1</sup> (as listed in our Policy)
- d. The Committee reserves the right to request proof of cover if it feels the criteria above are not met.
- e. If any hirer meets the above criteria and wishes to benefit from the hirers liability cover they should request it at the time of booking. The hirer should be aware that this will **not** extend to cover their employees/volunteers under the Hall's employers liability policy
- f. If the hirer is a person or persons or organisation making a profit from the event then proof of their current Public Liability and, where applicable, Employer's Liability cover MUST be received by the Booking Secretary with payment or the booking will be cancelled.

**4. Access** - The key is kept in a key safe by the entrance, on confirmation of booking the hirer will be informed of the code to this safe. The key must be returned to the key safe at the end of the hire period.

**5. Car Parking** - The hirer is responsible for ensuring proper supervision of car parking arrangements, so as to avoid obstruction of the highway or nearby properties.

**6. Noise** - The hirer must take reasonable care to ensure that the occupants of neighbouring properties are not inconvenienced by noise, loud music etc including during arrival & departure.

**7. Use of the Hall** - The hirer must not use the hall for any purpose other than that described when the booking is made or use the hall for any unlawful purpose. It must not be sub hired and smoking is NOT allowed in any area of the hall.

## **8. Hall Equipment**

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<sup>1</sup> Excluded activities include *inter alia* the use of any form of "Bouncy Castle"

- a. It is the responsibility of the hirer to ensure that, if used; the hall equipment is fit for use and used only for its intended purpose.
- b. Nothing is to be removed from the hall or kitchen.

**9. Hirers Own Electrical Equipment** - The hirer must ensure that any electrical appliances brought into the hall by themselves, or any other people attending their event, are in good working order and recently PAT tested. The hirer is responsible for safe & sensible use of such items.

**10. Sale of Goods** - The hirer shall, if selling goods on the premises, comply with all legal and proper code of practice used in connection with such sales.

**11. Hirer's property** - No items may be stored without permission from the trustees.

**12. The Stage** - Given sufficient notice, all or part of the portable Stage can be erected by Trustees and/or their representatives only. A charge of £100 is payable to cover time & labour. Anyone using the stage does so at their own risk.

### **13. Fire Precautions**

- a. All means of exit from the hall must be kept free from obstruction & immediately available for public exit and no fire doors wedged open. Fire extinguishers are provided.
- b. Highly flammable substances; fireworks; naked lights etc are NOT allowed into the hall.

#### **At outset of hire please familiarise yourself with site of fire alarms, extinguishers, exits and assembly point**

- c. In the event of fire discovery and/or alarm:
  - (1) Switch on ALL lights
  - (2) Activate Fire Alarm if necessary
  - (3) STOP any music, entertainment, activity etc
  - (4) OPEN and man all EXITS
  - (5) Evacuate the building speedily but safely
  - (6) DIAL 999 for FIRE Service
  - (7) Assemble in CAR PARK
  - (8) DO NOT RETURN to the Hall
- d. The Fire Brigade must be called to any outbreak of fire & trustee(s) informed of the incident immediately

**14. Activities for Children & Vulnerable Persons** - Organisations and persons that hire the hall for activities for children or vulnerable persons must comply with all relevant laws, safeguarding regulations etc

**15. Accidents & Dangerous Occurrences** - The hirer must report all

accidents involving injury to persons during their hire period to the trustees as soon as possible. Any failure of hall equipment must also be reported as soon as possible.

**16. No Alterations** - No alterations, decorations, signs or additions of fixtures, fittings or other articles may be attached in any way, to any part of the hall without the prior written approval of the trustees.

**17. No rights of Tenure or Occupation** - Overnight occupancy within the hall or grounds is not permitted. The hirer has no rights of tenancy or rights of occupation.

**18. Food Health & Hygiene** - The hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. A refrigerator is provided.

**19. Heating** - The hirer must ensure that no portable heating appliances are used on the premises without the prior consent of the hall trustees. Please do not adjust the central heating thermostat or other controls without consulting a trustee.

**20. Animals** - The hirer must ensure that no animals (including birds) except Assistance Dogs are brought onto the premises.

**21. Licences** - The hall is licenced for the serving of alcohol and playing of music with both the PRS & the PPL

**22. Use of the Kitchen** - Hirers should supervise & ensure careful safe use of all kitchen equipment & electrical items. Crockery and utensils are supplied for use by the hirer and, if used, should be washed & returned to the cupboards & drawers before the end of the hire period. The sink, worktops & floor must be left clean.

**23. At end of your event** – Please ensure that:

- a. All lights and power points – including hand driers - are switched off.
- b. All inner and outer doors, where required are closed and/or locked
- c. The kitchen serving hatches are closed and locked
- d. All equipment etc is safely stored.
- e. The hall is left clean and tidy with chairs & tables (cleaned) returned to the location from where they were taken
- f. Windows are checked, closed & secured.
- g. Toilets are flushed & left clean, bins emptied & rubbish placed outside

- h. All Taps are properly turned off.

**24. On Leaving the Hall** - Please ensure that the key is placed into the key safe.

**25. COVID 19 Restrictions** – Risk Assessments are in place to mitigate the risk of COVID 19 infection when using the hall. All hirers are to comply with cleanliness, social distancing and 'track and trace' requirements as detailed in these assessments.

**26. Agreement** – In hiring the hall, you agree that:

- a. You have read and understood the hiring terms and conditions detailed above and agree to abide by them.
- b. You will provide a copy of your own personal liability insurance (where applicable) when first booking the hall.
- c. Children and young adults under 18 years of age will be appropriately supervised.

**The Trustees reserve the right to modify these Terms & Conditions as & when necessary at their absolute discretion**

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September 2020**