

## **Terms and Conditions**

The terms and conditions are part of an agreement between Penruddock and District Village Hall and the hirer, who may be an individual or an organisation (represented by an authorised person). They should be read in conjunction with Village Hall policies.

Copies of all these documents are available on our website. Email and hard copy versions are available on request.

All the conditions, plus any special conditions imposed at the time of booking, apply unless specifically excluded in writing in the booking confirmation e-mail.

Accepting the terms and conditions when making a booking request certifies that the hirer is aware of these terms and conditions, will abide by them and will ensure that those who use the Hall in conjunction with their booking act in accordance with them.

Penruddock and District Village Hall will assume that anyone accepting (said terms conditions) on behalf of an organisation is duly authorised to do so.

### **Confirmation of bookings**

Charges for all bookings are shown in the Schedule of Charges below and on the bookings page. Bookings are charged individually, in accordance with the Schedule of Charges, along with any special discounts or other provisions.

As well as charges for use of the Hall spaces and facilities, there may be charges for use of equipment etc. These should also be shown on the booking confirmation e-mail.

### **Payments**

The payment date will be shown on your invoice. If the invoice is not paid by the due date, Penruddock and District Village Hall reserves the right to cancel any future bookings. Payment may be made by BACS, PayPal (including credit/debit cards), cash or cheques made payable to: 'Penruddock and District Village Hall'.

### **Cancellations**

Cancellations by the hirer

Regular Users are those who book on a regular basis, such as weekly for a period of months. Regular users will be invoiced monthly in arrears. If a weekday booking is cancelled within 24 hours, or if there is a no-show, a cancellation fee equivalent to the full hire charge may apply.

Occasional Users and One-Off bookings: A non-refundable deposit of £50, or 50% of the full hire charge, whichever is lower, may be required. If the booking is cancelled within 48 hours of the event, or if there is a no-show, a cancellation fee equivalent to the full hire charge for that booking (less any deposit that has been paid) will apply. The Committee may waive the cancellation fee at its sole discretion.

### **Cancellations by Penruddock and District Village Hall**

Penruddock and District Village Hall reserves the right to cancel a booking by written notice in the following circumstances:

- the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;
- the Village Hall Management Committee reasonably considering that such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements;
- unlawful or unsuitable activities will take place at the premises as a result of the hiring;
- the premises becoming unfit for the use intended by the hirer;
- 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.

The committee reserve the right to cancel a regular booking slot for a priority use in which case prior notice of at least a month will be given.

In any such case the hirer shall be entitled to a refund of any money already paid, but the Village Hall shall not be liable to the hirer for any resulting direct or indirect loss or damages whatsoever.

### **Capacity in the Village Hall**

Main Hall: Recommended 120 Standing or 100 Seated

Meeting room: Recommended 20

Fire regulations: 100 maximum limit in main hall

### **Access to the hall (hire periods)**

Bookings relate only to the specific rooms and days and times hired. Hire periods must be long enough to allow for any setting up and putting away/dismantling any furniture/ equipment. For bookings of an hour or more, as a concession, we add 15 minutes at either end to allow for any 'setting up' and 'taking down' time which should include leaving the hall in good order and fit for use for others. If you deem more time is needed, this must be booked and paid for.

Secure access is controlled by a conventional door key. The key must be retained by the hirer for the period of use, used to lock the hall (if you are the sole user) and returned to the key safe – except where alternative arrangements have been agreed by the Village Hall Committee/Booking Co-ordinator.

### **Use of premises, supervision and cleaning up**

The hirer (or his/her authorised representative) must be present during the period of hire and ensure that terms and conditions are observed.

The Village Hall must always be used responsibly with respect to the facilities and equipment. The hirer shall, 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 car parking arrangements so as to avoid obstruction of the highway.

The hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition; utensils and equipment put away; lights, taps, equipment etc all turned off; the rooms they have used and where appropriate the building itself secured unless directed otherwise; and any contents temporarily removed from their usual positions properly replaced. All crockery, cutlery, glasses must be washed, dried and put away. Use of the commercial dishwasher is prohibited, as this is owned by the school. The kitchen and toilets must be left in a respectable condition.

Cleaning cupboard is located near the toilets.

*Failure to comply may result in loss of some (or all) of the Damage & Cleaning Deposit.*

ALL WASTE MUST BE REMOVED by the hirer including any food waste and recyclable rubbish. Please note the hall does not currently have a commercial waste service or recycling facility, users are expected to remove all domestic waste associated with their use.

If the Hirer fails to meet this requirement the Village Hall shall be at liberty to make an additional charge.

Please sweep the hall floor with a brush after your event. Spillages in the kitchen and toilets can be mopped using the domestic mop and floor cleaner.

The hirer shall 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.

The hirer shall not use the premises for any purpose other than that described in the Booking Request; shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way; nor do anything or bring onto the premises anything which may endanger the premises. The use of smoke bombs, smoke machines, dry ice machines, hazers and similar equipment is not permitted at any time. The sale of alcohol is subject to special rules and permissions set out below. 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.

### **Policies**

All users must be familiar with and observe the policies of Penruddock and District Village Hall relating amongst other things to Health and Safety; Environment; and Protection of Children and Vulnerable Adults. Copies of these are available on the bookings page and are displayed in the Hall.

Any hirer or user of the Hall where children and/or vulnerable adults are involved must have appropriate policies/procedures in place and must ensure that these are observed when using the Hall.

### **Health and Hygiene**

All hirers shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.

### **Stored Equipment**

The Village Hall accepts 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 fees may be charged.

Any user who hires the Village Hall for 26 sessions or more within a calendar year and has authorisation from Penruddock Village Hall Committee shall be free to use storage in an agreed area for an agreed quantity of equipment.

Any user wishing to store equipment within the hall who does not hire for 26 sessions or more shall be charged £0.20 per square meter of floor area per week.

Any equipment stored withing Penruddock Village Hall must be left in a safe condition and not be stored in a manner that could risk harm to any other person.

### **Electrical Appliance Safety**

All hirers shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order, and used in a safe manner in accordance with operating instructions.

### **Fire**

All hirers must make themselves, and any individuals using the premises as part of their hire, aware of emergency escape routes and fire alarm procedures.

All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.

### **Accidents and Dangerous Occurrences**

All hirers must report all accidents involving injury to the public to a member of the Village Hall Management Committee as soon as possible. Any failure of equipment must also be reported as soon as possible.

### **Indemnity**

All hirers shall indemnify and keep indemnified each member of the Village Hall Committee. All hirers shall take out adequate insurance to insure the hirer and members of the Hirer's organisation. The Village Hall is insured against any claims arising out of its own negligence.

### **Explosive or Flammable Substances**

The hirer shall ensure that highly flammable substances are not brought into or used in any part of the premises and that no internal decorations of a combustible nature shall be erected without the consent of the management committee. No decorations are to be put up near light fittings or heaters.

### **Heating**

The hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the management committee. Portable liquefied natural gas (LPG) heating appliances shall not be used.

### **Fly Posting**

The hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises.

### **Sale of Goods**

The hirer shall, if selling goods on the premises, comply with Fair Trading Laws.

### **Drunk and Disorderly Behaviour**

All hirers shall ensure that in order to avoid disturbing neighbours to the hall and avoid violent or criminal behaviours, care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviours shall not be permitted either on the premises or in the immediate vicinity. Alcohol shall not be served to any person suspected of being drunk nor any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises.

### **Animals**

All hirers shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by the Village Hall. No animals whatsoever are to enter the kitchen at any time.

### **Licensed activities**

The Village Hall has a Premises Licence authorising the following regulated entertainment and activities:

- a performance of a play
- an indoor sporting event
- a performance of live music
- any playing of recorded music
- a performance of dance
- entertainment of a similar description to that falling within a performance of live music, any playing of recorded music or a performance of dance
- making music
- dancing

Further details of the Premises Licence are available on the Eden District Council licence database. Acceptance of these terms and conditions involves conforming to the provisions of the Premises Licence.

The Village Hall DOES NOT have a Premises Licence authorising the following regulated entertainment and activities:

- the exhibition of films
- the sale of alcohol

- the provision of late-night refreshments

### **Sale of alcohol**

The Village Hall license does not cover the sale of alcohol. Anyone wishing to sell alcohol during any event must apply for a Temporary Event Notice (TEN) from the local authority (Eden District Council). The Licensing Team can be contacted on 01768 212273 or [admin.licensing@eden.gov.uk](mailto:admin.licensing@eden.gov.uk). No additional charge will be levied by the Village Hall, but the hirer must meet all the costs associated with a temporary event license.

If other licenses are required in respect of any activity in the Village Hall the hirer should ensure that they hold the relevant license. The hall has a music license to play recorded music (PRS).

Of the regulated and licensed activities, the only one which Penruddock and District Village Hall needs to have specific information about is the sale of alcohol.

### **TV license**

Penruddock and District Village Hall does not hold a TV license. This means that users should not use any equipment within the village hall to:

- watch or record any television programme service
- watch or download any BBC programme on demand on BBC iPlayer, even if it is accessed through another provider, such as Sky, Virgin Media, Freeview or BT.

### **Music**

Playing and performing music at or from the village hall premises is permitted by The Music Licence subject to their terms and conditions.

### **Other licenses**

If other licenses are required in respect of any activity in the Village Hall the hirer should ensure that they hold the relevant license.

### **No alterations**

No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of the Village Hall.

Any alteration, fixture or fitting or attachment so approved may at the discretion of the Village Hall remain in the premises at the end of the hiring. It will become the property of the Village Hall unless removed by the hirer who must make good to the satisfaction of the Hall any damage caused to the premises by such removal.

### **No rights**

The hiring agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the hirer.

### **No interference with the activities of other Hall users**

Any use must be conducted in such a way that it does not unreasonably interfere with the activities of other Hall users or its neighbours by way of noise, disturbance or otherwise.

Users who require exclusive use of the hall need to book the entire hall to avoid other users sharing the kitchen, toilets and common areas.

We encourage those users who are resident in the village and able to walk to do so as to reduce the number of vehicles parked in or around the hall. Please do not cause an obstruction to our neighbours, or block access to the hall. Parking on the pub car park whilst using the village hall is not permitted, without consent of the pub licensee.

### **Schedule of charges**

The hire charges are given in Tables 1 and 2.

#### **Table 1 Local Rates apply to:**

Local individuals, organisations or companies (residing or registered in the village of Penruddock and Motherby plus immediate surrounds within the Hutton Parish).

Public or voluntary organisations which provide a service to the local area.

Other organisations providing a service which benefits local people may be allowed local rates at the discretion of the Committee.

#### **Table 2 Standard Rates apply to: all other Users including commercial organisations and special events.**

##### **Local rates (reviewed annually)**

|                     | Hourly up to 5 hrs | Day rate (up to 24 hrs) |
|---------------------|--------------------|-------------------------|
| Main Hall           | £12 per hr         | £60                     |
| Meeting Room        | £6 per hr          | £30                     |
| Entire Village Hall | £18 per hr         | £90                     |

##### **Standard rates (reviewed annually)**

|                     | Hourly up to 5 hrs | Day rate (up to 24 hrs) |
|---------------------|--------------------|-------------------------|
| Main Hall           | £25 per hr         | £125                    |
| Meeting Room        | £12.50 per hr      | £62.50                  |
| Entire Village Hall | £37.50 per hr      | £187.50                 |

### **What's included?**

The charges include the use of:

- Kitchen and all its equipment
- Heating, water and electricity
- Toilets
- Common areas
- Tables and chairs in the main hall

- Table and chairs in the meeting room
- Projector screen, PA system and mood lighting in the main hall
- Hearing induction loop for main hall and meeting room (when available)
- Staging

Please note there is no Wi-Fi in the building.

### **Damage and cleaning deposits**

You must leave the hall as you find it, in a clean and tidy manner.

A Damage & Cleaning Deposit may be requested depending on the nature of your booking. For example, parties may be required to pay said deposit. This will be refunded after the event following inspection of the facility, so long as the hall is left in the condition as found. All crockery, cutlery and glasses must be washed, dried and put away. The kitchen and toilets must be left in a respectable condition. Failure to comply may result in loss of some (or all) of the Damage & Cleaning Deposit.

### **Parties for young persons (under 18 years old)**

We are happy to accept bookings for parties for young person's subject to the following conditions:

- There will be no alcohol consumed by underage drinkers.
- There will be a responsible adult present at all times.
- The party will end at 10.30pm and the hall vacated by 11.00pm

A refundable deposit of £50 may be applied for such events, which will be returned following satisfactory inspection of the premises, as previously set out.

### **Bookings**

Where possible bookings should be made through our booking system. If you have a question before booking, please email [penruddockvh.booking@btinternet.com](mailto:penruddockvh.booking@btinternet.com) and we will endeavour to respond within 24 hours.

Penruddock and District Village Hall is a registered charity run by volunteers.