**TERMS AND CONDITIONS FOR THE HIRE OF**

**WYLYE (WYVERN) VILLAGE HALL**

*Please note that the hire of the Hall for any event is at the discretion of the Trustees. A signed agreement committing to adhere to the Terms and Conditions of Hire will be required in advance. This will be sent by the Bookings Secretary and must be signed and returned prior to the Hirer using the Hall. If the Hirer is unsure about any of the content of this document, please contact the Bookings Secretary before signing the Hire Agreement. Hirers must be aged eighteen or over.*

Definitions used in this document:

* **The Premises** – Wylye (Wyvern) Village Hall hereinafter referred to as WVH.
* **Trustees** – Elected Members of the Charity responsible for running WVH.
* **Bookings Secretary** – The Trustee facilitating the hire of WVH.
* **Hirer** – The person paying for the use of WVH.
1. **Compliance**. The Hirer hereby accepts responsibility for the safety of The Premises during the period of hire and for ensuring that all conditions under this Agreement are met.
2. **Supervision**. The Hirer shall be present on, and in charge of The Premises and their guests, during the period of hire, be responsible for supervision of The Premises, the fabric and the contents, their care, safety from damage of any sort. The Venue’s Risk Assessment covering the Health and Safety of the Hall is in the file in the kitchen.
3. **Deposit.** A deposit of £25.00 is payable at the time of a WVH booking. This deposit will be refunded once the hire is complete and the facilities have been handed back in an acceptable and clean condition.
4. **Damage**. The Hirer shall make good or pay for all loss and damage (accidental or malicious) caused during the period of hire to The Premises or to the fixtures, fittings or contents. Any damage or deficiencies discovered should be reported to the Bookings Secretary.
5. **Accidents and Dangerous Occurrences**. Any failure of equipment belonging to The Premises must be reported immediately to the Bookings Secretary. The Hirer must report all accidents involving injury to the public to the Bookings Secretary and record the incident in the Accident Book, situated with the file in the kitchen. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrence Regulations 2013 (RIDDOR).
6. **Use of Premises**.The Hirer shall not use The Premises for any purpose other than that described in the Hire Agreement and shall not sub-hire or use The WVH for any unlawful/unsuitable purpose, or endanger The Premises or render invalid any insurance policies. Hire times must be adhered to. The premises is to be vacated by 2359hrs (2230hrs on Sunday).
7. **Insurance and Indemnity.** A copy of the Premises’ insurance is available on request. Any accident or illness resulting from the Hirer’s specific event not covered by The Premises’ Insurance will be the responsibility of the Hirer, who should take out appropriate public liability insurance to cover for any entertainer, or third party involved in an event. Note that The WVH insurance covers a maximum of 62 people seated at tables, 97 at dances/informal gatherings and 136 closely seated, with an absolute maximum of 136 people in the WVH at any one time.
8. **Licensed Activities**. The WVH has a PPL/PRS Music Licence for live and recorded music performance and facilities for dancing between the hours of 0800 - 2330 hrs Monday - Saturday (0800-2230 hrs on Sunday). The Premises does not hold an alcohol licence. If the Hirer wants to sell alcohol, then it’s the Hirer’s responsibility to obtain a Temporary Event Notice (TEN) prior to the event taking place.
9. **Gaming, betting and lotteries.** 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.
10. **Safeguarding Children, Young People and Adults at Risk**. The Hirer 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 Safeguarding of Vulnerable Groups Act 2006. Only people holding the appropriate DBS checks should have access to children. The Hirer should be prepared to provide the Trustees with a copy of DBS checks on request. Children are prohibited from entering the kitchen.
11. **Fire**. The Trustees are responsible for fire safety on the Premises including to check the fire exit doors, green lights on the exit signs and the fire extinguishers regularly. Records of such checks are available in the file on the Premises. The Hirer shall read and comply with WVH Fire Safety Policy which details the following:
* The action to be taken in the event of a fire. This includes calling the Fire Brigade and evacuating and accounting for of all personnel in the car park.
* The location and use of fire equipment (location map in entrance hall).
* Escape routes and the need to keep them clear.
* Location of the First Aid Box.

In advance of any activity, the Hirer must check the following:

* All fire exits are unlocked including the kitchen door.
* All escape routes are free from obstruction and can be safely used for instant free exit.
* No fire doors are wedged open.
* All exit signs are illuminated and not obstructed.
* There are no fire hazards on the Premises.
1. **Noise**. The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. at all times. The Venue shares a party wall with a private residence and the Hirer and invitees are asked to be considerate and show respect to our neighbours at all times. All events should end by 2330 hrs (2230 hrs Sundays).
2. **Drunk and Disorderly Behaviour and Use of Illegal Drugs**. The Hirer shall ensure that in order to avoid violent or criminal behaviour; care shall be taken to avoid excessive consumption of alcohol. No illegal drugs may be brought onto The Premises. Drunk and disorderly behaviour shall not be permitted either on The Premises or in its immediate vicinity. Any person who is behaving in a violent or disorderly way shall be asked to leave.
3. **Smoking and Vaping**. Smoking and Vaping is prohibited in The WVH. The Hirer shall ensure that the Hirer’s invitees comply with the Prohibition of Smoking in Public Places Provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this shall be asked to leave The Premises. The Hirer shall ensure that anyone wishing to smoke or vape does so outside at a distance of at least 5 metres from any entrance and disposes of cigarette ends, matches, vape equipment etc. in a responsible manner, so as not to cause a fire.
4. **Food Health and Hygiene**. The Hirer shall, when preparing, serving, and selling food, observe all required food health and hygiene legislation and regulations. All food must be removed at the end of a hire period unless agreed otherwise by the Trustees.
5. **Stored Equipment**. No equipment or items may be stored on The Premises without the agreement of the Trustees who do not accept responsibility for any equipment or items brought on to or left at The Premises, except for such equipment and items as the Trustees have agreed to store and all liability for loss or damage is hereby excluded unless covered by the Premises’ insurance.
6. **Electrical Appliance Safety**. The Hirer 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 the Electricity at Work Regulations 1989 and up to date Portable Appliance Testing (PAT) rules.
7. **Explosives and Flammable Substances**. No naked flames, pyrotechnics or smoke making devices are permitted in the Venue. 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 (e.g. polystyrene, cotton wool) are used without the Trustees’ consent.
8. **Heating**. Heating is not included in the cost of hire of WVH. There are electric heating meters which will allow heating if required and take £1 and £2 coins. The Hirer shall ensure that no unauthorised heating appliances shall be used in The WVH without the consent of the Trustees. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.
9. **Car Parking**. Cars may be parked at owner’s risk and cars should be parked so as not to cause an obstruction in the High Street.
10. **Confetti**. Any confetti used must be biodegradable. Foil confetti and ‘confetti balloons’ are forbidden. All confetti used must be cleared up both inside and outside the Hall.
11. **Cancellation**. If the Hirer wishes to cancel a booking it should be done at least 48 hours before the date of the event. If cancellations are made later than 48 hours the Trustees may at their discretion withhold any deposits/fees held. The Trustees also reserve the right to cancel any hiring by written notice to the Hirer in the event of:
* The Premises being required as a Polling Station for a Parliamentary or Local Government election or by-election.
* The Trustees reasonably considering that:
* Unlawful or unsuitable activities will take place at The WVH because of this hiring.
* The Premises becomes unfit for the use intended by the Hirer.
* An emergency, requiring the 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 the Hirer shall be entitled to a refund of any deposit already paid, but the Trustees shall not be liable to the Hirer for any resulting direct or indirect loss or damages.
1. **End of Hire**. The Hirer shall be responsible for leaving The Premises and surrounding area in a clean and tidy condition, especially the kitchen. The Premises must be locked and secured. Tables and chairs must be clean and stacked properly in the store room or where they were found. Cutlery, crockery (clean) etc to be replaced in the correct cupboards. If the Hirer uses tablecloths or tea towels, they should be washed, ironed and returned to the WVH as soon as possible post-hire, to be arranged with the Bookings Secretary. All bins must be emptied in the WVH at the end of an event and placed in the dustbins and recycling bins outside ,please separate out - glass recycling should be placed in the boxed marked ‘Village Hall’. If the Venue is not left as outlined, then the deposit will be forfeited.
2. **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 approval of the Bookings Secretary. Any alteration, fixture, fitting or attachment so approved shall be removed by the Hirer who must make good to the satisfaction of the Trustees should any damage caused to The WVH by such removal.
3. **No Rights**. Wylye (Wyvern) Village Hall Hire Agreement constitutes permission only to use The Premises and confers no tenancy or other right of occupation on the Hirer.

February 2025. To be reviewed annually.