

STANTON VILLAGE HALL **Terms and Conditions for Regular Hirers**

- All regular hirers of Stanton Village Hall must read, understand and accept these terms and conditions (the hire contract). They form part of an agreement between the Hirer (the individual or person acting on behalf of an organisation whose name appears on the booking form) and Stanton Village Hall and their Management Committee (charity 520520).
- New hirers will be asked to agree with these terms when accepting their hire. Existing hirers will have been consulted with when these revised terms and conditions were introduced.
- Where you are signing on behalf of an organisation, Stanton Village Hall Management Committee (herein referred to as the Committee) assume you are authorised to act on their behalf.

1. Booking, Hire rates and Payments

- 1.1. **Booking arrangement:** Hall hire is offered on a contract basis, that is that you reserve specific days/times regularly and are liable to pay for those times booked except for holidays communicated in our Hire Schedule Form.
- 1.2. The Hall must be booked for the entire amount of time it will be used, including setting up and clearing away to the nearest 15 minutes. If you have equipment to setup then this time must be booked and paid for too, since this is time we can't hire the hall out or that might result in clashes with others.
- 1.3. The Hall must not be accessed outside of your booked days or times without prior written agreement. Breaches of this will incur a £30 fine plus fees for the extra time used. Repeat occurrences may lead to termination of the hire contract. We monitor alarm and CCTV data regularly to establish this sort of misconduct. These terms override any precedent or habit previously set.
- 1.4. **Holidays/Breaks:** Breaks or holidays must be communicated in advance on the Hire Schedule form. Up to 13 weeks of unpaid holiday can be taken annually (October-September). Holidays not on the Hire Schedule or beyond 13 weeks will be charged, as we hold the hall for you and this represents lost income for us
- 1.5. **Hire Payment:** We charge for hire at the end of each month (for instance July's hire will be invoiced on the last day of July) and we expect payment within 7 days (see 1.7.2 for larger organisations). The following calculation is used to determine your monthly hire fee:
 1. Calculate hire use for the 6-month period outlined on the hire schedule: 26 weeks less no. of holiday weeks declared in the Hire Schedule.
 2. Calculate 6-month Fees: Number of hire weeks (with holidays removed) over the six months x cost per session. If the hirer is on the discounted new/lone/couple rate, then this will be taken into account.
 3. Calculate Monthly rate: 6-month fee divided by 6 months in the hire schedule period. This results in a recurring monthly amount.
 4. The monthly amount is then invoiced via a recurring monthly invoice. You are encouraged to set up a standing order to avoid late payments.
- 1.6. We operate end-of-month recurring invoicing sent via email. We would prefer standing orders to be set up to ensure payments are made promptly to our bank. Alternatively, we can set up a subscription via an online payment processor upon request (card payments).
- 1.7. **Late payments:** A great deal of additional administration goes into chasing up late payments, checking bank payments etc. by our volunteers. Consistent late

payments severely impact the cash flow of our charity. Our protocol for dealing with late payments is as follows:

- 1.7.1. A reminder email is sent when the invoice becomes overdue (after 7 days and 14 days).
- 1.7.2. If payment remains outstanding and falls 30 days late then in line with late payment legislation, we will add a £10 administration charge to the amount outstanding for that month and use our right to add 8% plus the Bank of England base rate to a revised invoice in line with late payment legislation. We appreciate that larger organisations and local authorities have lengthy financial processes and so this action won't be taken if we are aware that the payment is being processed. We will stop access to the hall and will not permit you to run your sessions until this is settled.
- 1.7.3. If payment falls beyond 40 days late, then we will terminate the hire contract with immediate effect. You will not be permitted to use the Hall and your key must be returned within 5 working days of the termination (if it is not then you become liable for the additional cost of locks being changed and new keys being issued to all hirers). We will continue to seek payment using a civil claims process as needed and your damages deposit may be forfeited.
- 1.8. Any hirer who pays more than 5 days late for two consecutive months will not be eligible to benefit from the reduced rate we offer regular hirers and will be charged at our non-regular rate in the next six-month hire schedule period. The following six-month hire schedule will then reset at the reduced rate. We subsidise hire for regular hirers but cannot offer this to those who create additional administration for our volunteers.
- 1.9. **Deposit:** The Committee will require and hold a £50 damages deposit from hirers until such time as the contract is terminated by either party (existing hirers will have paid this already). This deposit is refundable with the exception of circumstances outlined in 1.10 below.
- 1.10. Deposits will be forfeited, wholly or partially, in the following circumstances:
 - 1.10.1. If the Hall is not left in a clean or satisfactory condition (the cost of an external contractor or equivalent will be deducted from the damages deposit).
 - 1.10.2. If tables, chairs, fittings, fixtures, surrounds, outbuildings, boundaries have been damaged or removed from the Hall during the Hire period.
 - 1.10.3. If there is sufficient evidence to show fat/grease has been poured down drains.
 - 1.10.4. That a fire extinguisher is improperly used during your Hire period.
 - 1.10.5. That any advertising banners are not removed within 10 days of your hire contract ending.
 - 1.10.6. That any stored goods/items are abandoned at the Hall when our hire contract ends, this has happened in the past resulting in volunteers having to do numerous tip runs.
 - 1.10.7. That our key is not returned when our hire contract ends.
 - 1.10.8. That payment is not received as per 1.7.3.
- 1.11. **Cancellation and Changes:** We require 3 weeks' paid notice of the cancellation of your hire contract. We hold the session times you book for you. If you need more flexibility, then our non-regular/function hire option might be better but does cost more, requires payment upfront and doesn't guarantee your hire slot unless booked and paid for in advance.
- 1.12. Should you end your hire with us (or we find it necessary to end it), then we will calculate actual hire use over the 6-month hire schedule period. It may be that you have under/overpaid during the hire schedule period because of holidays taken/not taken. If you have overpaid, then we will credit you. If you have underpaid, we can invoice you or take this from your damages deposit amount.
- 1.13. **Our right to review fees:** All regular hirers will be given at least one month's notice of any hire rate change.

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- 1.14. The Committee reserves the right to add a surcharge to the regular hire fee for activities they consider might use energy or hall resources excessively (for instance large numbers or energy-heavy). This will be discussed at the time of booking or, in the case of existing hirers, giving 30 days' notice where this becomes necessary.
- 1.15. **Other:** The Hall should only be used for the purpose described by the hirer in the Hire Schedule.
- 1.16. Hirers should be over 18 years of age.

2. Key-holder policy

- 2.1. Regular hirers benefit from easy entrance and exit to the Hall and as such hirers maintain their own keyset. This benefit may be withdrawn at any time.
- 2.2. The Hirer must cover the cost of any replacement keys and security fobs if theirs are lost or damaged (as an indication this is around £25).
- 2.3. You should not label your key set in a way that identifies the Hall. If found these could be used by someone else.
- 2.4. In the case of loss, these should be reported as early as possible to the Bookings Secretary to ensure the ongoing security of the Hall.
- 2.5. Our alarm system and CCTV allows us to identify who has entered the Hall and at what times and may be used to identify when certain activities/incidents/abuse/misuse occurred.
- 2.6. The Hirer must never enter the Hall outside of their booked days and times, including setting up equipment early/earlier in the day or for extra sessions. This seeks to address complaints about interrupted sessions, health and safety concerns and it is simply unfair on our resources and other hirers who are disrupted. We charge very reasonably and do not price for extra use. See 1.3 for fines related to such abuse.

3. Facilities

- 3.1. Hire includes the Hall and grounds, kitchen and equipment, and tables and chairs. Please ensure all tables and chairs are returned to their storage places following hire and do not block fire exits, extinguishers or fire bells.
- 3.2. Prior permission should be sought if you or your guests expect to leave vehicles at the Hall overnight. At our discretion, a separate charge may be requested.
- 3.3. **Rubbish:** There is no rubbish allowance for regular hirers although light kitchen waste such as teabags are acceptable. Other waste such as boxes from equipment or products for sale, should be taken away with you.
- 3.4. **Storage:** Some storage opportunities may be available within the hall. This is subject to written consent and a separate charge.
- 3.5. Items that pose a fire or safety risk must not be stored unless they have been risk assessed and the Hirer has made provisions for these risks to be made safe. Under no circumstance can fuels, chemicals (or other ignition sources or hazardous substances) be kept in the Hall.
- 3.6. All regular hirers have the benefit of a shelf in the kitchen where refreshments such as tea/coffee/biscuits may be stored, this is available upon request. We can't police for loss or misuse.
- 3.7. All items left stored at the Hall are at the hirer's risk. The Committee shall not be liable for any loss or damage of any items stored at the Hall.
- 3.8. All signage inside and outside of the building should be observed.

4. Responsibilities of the hirer

- 4.1. The Hirer or a representative of their organisation, must be present during the period of Hire.
- 4.2. The Hirer or their representative is responsible for the supervision and care of the building, grounds and contents, as well as the behaviour and safety of all persons (your guests/participants/spectators) using the premises during the hire period.

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- 4.3. The Hall will not be sub-let during the booking period without prior permission.
- 4.4. The Hirer is responsible for the safekeeping of their keyset.
- 4.5. In addition to any points noted in other sections, the Hirer is responsible for ensuring:
 - 4.5.1. That maximum numbers are not exceeded. Maximum guests are currently set at 99 persons at any one time.
 - 4.5.2. That the Hall, toilets, reception area and grounds are left in a clean and tidy state ready for the next hirer.
 - This includes ensuring toilets, sinks, tables and chairs are clean.
 - That any kitchen equipment used is put back and all surfaces are clean.
 - Tables and chairs should be returned to where they were found.
 - Lights, water boilers and taps should be turned off.
 - Other signs in the building are adhered to.
 - 4.5.3. That all doors and windows are closed and secure upon leaving the building and that the alarm is set.
 - 4.5.4. That nothing is fixed to the wall including blu-tack, white-tack or cellotape without prior agreement.
 - 4.5.5. That fire escapes, routes and doors are not obstructed during the hire period.
 - 4.5.6. That no Fireworks are brought into or lit in the Hall or on the grounds.
 - 4.5.7. That any damage made during their hire period is reported to the Booking Secretary or by email to bookings@villagehallstanton.com as soon as practicable.
 - 4.5.8. That any loss or damage to the premises, fixtures, fittings or contents beyond the deposit amount are made good or paid for.
 - 4.5.9. That they and their users, as relevant, are aware of relevant hall policies including fire procedures. Copies are displayed in the Hall, in email communications, or found on our website.
Repeated failure to observe these may lead to discussion about solutions (such as additional cleaning charges), deposit forfeiture (1.10). Failure to resolve may result in termination of the contract.

5. Alcohol, Smoking, Betting and Entertainment

- 5.1. The Hall is not licensed for alcohol and some entertainment (i.e., we do not hold a Premises License), but you can apply to South Derbyshire District Council for a Temporary Events Notice. You should let the Bookings Secretary know if you apply for a TENS as we have a limit for the building.
- 5.2. You will need a PPL license or equivalent to play music on the premises.
- 5.3. It is the Hirer's responsibility to ensure that the Licensing Conditions required by the Law are met.
- 5.4. Alcohol can be consumed on the premises but should not be sold by the Hirer or others in their party. A personal license holder is required to sell alcohol and a Temporary Events Notice may be required (see 5.1).
- 5.5. Smoking or vaping is not allowed in the building. Smokers are requested to use the ash boxes outside of the Hall.
- 5.6. No collections, game of chance, sweepstakes, lotteries, or betting of any nature may be conducted on the premises without prior consent.

6. Insurances

- 6.1. Stanton Village Hall hold Public Liability Insurance to defend the village hall if someone is injured or the property is damaged, due to our negligence.
- 6.2. The Hirer must ensure they have their own insurance to cover equipment that they bring into the Hall that may carry a risk to users during their hire period and other relevant insurances or qualifications relevant to the activity they are undertaking. We may need to see proof of these insurances.

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7. General Notes

- 7.1. All bookings are at the discretion of the Committee.
- 7.2. The Committee reserves the right to cancel a regular booking if the Hall is required as a Polling Station by the local authority, that the Committee feel these terms and conditions may be breached by the Hirer, that the premises become unfit for safe use for the purposes required by the Hirer, or that the premises are required for emergency use. Stanton Village Hall shall not be liable for any indirect loss or damages to the hirer whatsoever. The hirer will not be liable for hire fees relating to these cancellations.
- 7.3. The Committee has the right to amend these Terms and Conditions at any time as they find necessary (where possible giving one months' notice).
- 7.4. The Committee reserve the right for either themselves or an authorised officer to enter the Hall at any time during the hire period to ensure that the Hall is being used in the manner intended or if they believe that these Terms and Conditions are being breached.

Keyset:

Signature

Name

Date

Keyset number

Acceptance of terms and conditions:

Signature

Name

Date