# WEST DOWN PARISHHALL



Post Code EX34 8NF

Registered Charity Number 301011

# **BOOKING FORM AND CONDITIONS**

## **IMPORTANT KEY POINTS FOR HIRERS**

Before the Event: Please read, sign and observe the forms and conditions contained within. Hirers

providing alcohol must observe Licensing requirements. Business Hirers must arrange their own Public Liability cover and provide a copy of this with the booking form. If catering or bouncy castles companies are to be brought onto the premises,

they must have the appropriate insurance and compliance.

Arrange to collect the key from booking clerk.

During the Event: You are responsible for the Hall and the safety of all your Hall users and should observe

emergency procedures set out on the Hall notice boards.

Ensure all emergency exits are open/unlocked with suitable gangways to allow

safe evacuation in an emergency.

Ensure good behaviour, minimise noise and nuisance to the neighbourhood.

After the Event: Leave the Hall swept, cleaned and tidy in the condition you expect to find it and

carefully return furniture and equipment to its original location.

Ensure taps (kitchen and toilets), lights and electrical appliances are turned 'off';

Secure all windows and doors.

Return the key as arranged with booking clerk.

Please ensure your event is COVID SAFE and that current Government guidelines are adhered to.

### **BOOKING FORM AND HIRE AGREEMENT**

This Agreement is between the Hirer and West Down Parish Hall Management Committee of Trustees.

| HIRER'S DETAILS:   |
|--|
| Name:  |
| Organisation:  |
| Address:   |
| Postcode:  |
| Tel No.: Mobile:   |
| Email Address:   |
| Main Hall Room 2000 Eric Nott Room Kitchen All   |
| Event Details:   |
| On: (Date)   |
| From: To:(Time)  |
| Charge Agreed: £ Approx. Numbers Attending:  |
| ALCOHOL:   |
| Will Alcohol be Available: Yes No (If Yes, See Condition 10 for Further Details)   |
| AGREEMENT:   |
| <ol> <li>I have read, understood and agree to be bound by the West Down Parish Hall Conditions of Hire and any further additional conditions specific to this individual hire; and confirm they are in my possession;</li> <li>I agree to pay, in full, the sum indicated above for this hire by the</li></ol> |
| FURTHER CONDITIONS:  |
|  |
| Signature of Hirer: Date:  |
| We prefer Payments by Bank Transfer, Sort Code 536121, Account Number 11241314. Don't forget to add your   |

Name.

Cheques should be made payable to 'West Down Parish Hall". If the Hirer is in doubt as to the meaning of this Agreement or any Conditions, please obtain clarification from the Booking Clerk before signing acceptance. The responsibility for familiarisation and compliance with statutory and legal matters remains with the Hirer.

PLEASE ENSURE THAT THIS BOOKING FORM IS RETURNED TO BOOKING CLERK ASAP

#### WEST DOWN PARISH HALL - CONDITIONS OF HIRE

- 1. <u>Booking Deposit:</u> The Hirer may be required to pay a refundable deposit to secure the booking in addition to the hire fee. This deposit may be retained, wholly or in part, to cover the costs of additional cleaning (if the hall is not left as clean as it was found) or making good damage or loss.
- 2. <u>Hire Fee:</u> The Hirer maybe asked for full hire fee in advance of the event <u>or</u> on a date agreed beforehand and confirmed in writing on the form sent to the Booking Clerk or the hirer over-runs the allocated booking period. An additional fee may be payable by the hirer for each hour or part thereof that the hall is still under the control of the hirer beyond the expiry of the arranged period.
- 3. <u>Indemnity:</u> The Hirer shall make good or pay the Committee for the full cost of replacement loss or repairs to the premises, its contents and environs as a consequence of the hiring.

The use of the premises are at the hirer's risk, and the hirer shall indemnify the Committee against all liability incurred towards any third party, or parties arising out of, or incidental to the hire of the facilities or equipment and due to the negligence or default of the hirer or persons or parties under his control.

Where the Hirer is a business, the Hirer is responsible for obtaining public liability insurance for the use of the hall, since the Committee cannot insure the Hall for commercial activities.

The Hirer is responsible for the users' possessions during the course of the hire.

The Hirer shall be responsible to the Committee for the cost of repair or replacement of any property belonging to the Parish Hall which is damaged / destroyed during or in connection with the hire.

The Committee is insured against claims arising out of its own negligence.

- 4. <u>Booking Arrangements for New Serial Bookings:</u> A <u>new serial bookings Hirer shall set out an agreement in writing with the Booking Clerk to cover the financial aspects of the arrangement.</u>
  - The Committee reserves the right to cancel a serial hiring agreement by giving 28 days' notice. If that happens, the Hirer shall be entitled to reimbursement of hire fees paid in advance and not yet expended. If the cancellation results from a breach of the hire conditions, the Committee may terminate all bookings without reimbursement with immediate effect.
- 5. <u>Use of Premises:</u> The Hirer shall not sub-let the Hall, allow any unlawful activity or bring into the hall anything that might compromise Hall insurances, public health or cause nuisance.
- 6. <u>Cancellation:</u> If the Hirer cancels, a cancellation fee shall be charged, the amount of which shall be at the discretion of the Committee, and could be the entire hire charge, depending upon circumstances such as the length of notice given, the season and hire day(s) of the week.
  - The Committee reserves the right to cancel a booking if the hall is needed as a polling station, emergency shelter or similar, whereupon the hirer shall be entitled to a refund of monies paid.
  - The Committee shall in such an event be liable only for the hall hire fee and will not accept claims for consequential loss if the hall becomes unfit or not available.
- 7. <u>Refusal of Booking:</u> The Committee reserves the right not to accept a booking. No booking will be accepted from any person under 18 years of age.
- 8. <u>Health and Safety:</u> The Hirer is responsible for the Health & Safety of all persons attending the hall and its environs and is required to ensure full compliance with the Health & Safety Policy.
  - In the event of an emergency during the course of the hire, the hirer is responsible for notifying one of the emergency contacts without delay. In the event of any damage, accidents or other incidents that occur during the course of the hire, the hirer shall notify the Committee as soon as is reasonably practicable. All accidents are to be recorded in the accident book provided to allow the Committee to review incidents. The Accident Book is located in the green first aid container in the kitchen.
- 9. <u>Capacity and Legal Compliance:</u> The Hirer shall ensure that the maximum number of persons permitted on the premises 100 persons all seated, with a limit of 150 persons within the hall.

- 10. <u>Alcohol:</u> If the Hirer intends to **sell** alcohol at any event, the hirer must advise the booking clerk and must obtain a temporary events licence from North Devon Council, which must be on public display at the event.
- 11. <u>Performing Rights (PRS) and Phonographic Performance Licenses (PPL):</u> The Hirer undertakes that the hall shall not be used for any performance of an objectionable nature or character. The Committee reserve the absolute right to stop any performance, dance or other function which is considered objectionable.
- 12. <u>Smoking:</u> The Hall is a Smoke free zone which includes any form of vaping. The hirer is responsible to ensure that no person admitted by them is permitted to smoke within the Hall. The only permitted areas are in the car park and outside spaces.
- 13. <u>Orderly Behaviour, Noise Nuisance:</u> The Hirer will ensure that noise from any event will be kept to an appropriate level in accordance with the conditions of the premises license, minimise noise for nearby residents. The hirer will also ensure that disturbance to nearby residents is minimised when guests leave the premises.
- 14. <u>Supervision</u>: The Hirer is responsible for providing adequate supervision of persons under their control during the course of the hire at the ratio of 1 adult per 20 users of the hall.
   Only Licensed persons may act as door staff. Supervision staff must comply with the requirements of the SIA and Licensing Authorities at all times.
- 15. <u>Car Parking:</u> The Hirer shall ensure proper supervision of car parking arrangements to minimise inconvenience to other road users and the Hall's neighbours. The Hirer shall impress upon users the need to depart quietly, particularly at night. All vehicles parked on premises are parked at owner's risk.
- 16. <u>Condition of Premises:</u> The Hirer shall leave the Hall, Kitchen, Lavatories, environs and other areas swept, cleaned and tidy. Carefully place **ALL** refuse in the outside bins provided or otherwise remove from the premises entirely. Ensure that all electrical appliances and water taps in the kitchen and toilets are turned off and windows and doors are secured. Return key as agreed.
- 17. <u>Inspection and Closure:</u> The Committee reserves the right to visit the hall during any hire for the purposes of ensuring that these conditions are being strictly adhered to. The Committee reserve the right to close the premises, and / or take such action that may be deemed necessary in respect of underage drinking, drunkenness, drug use, noise or general disorder.
- 18. Privacy Notice: West Down Parish Hall uses personal data for the purposes of (a) managing the hall, (b) its bookings and finances, (c) running and marketing events at the hall, (d) staff employment and (e) fundraising activities. Data may be retained for up to 7 years for accounts purposes and longer where required by insurers. If you would like to find out more about how we use your data and the information about you that we hold, please contact the Chairman of West Down Parish Hall. Any data held will not be shared with any other person / organisation without seeking your express consent. Please advise if you wish to have your record deleted.

Important – Organisations hiring the Hall's facilities should have an effective policy for the safeguarding of children, young people and vulnerable adults.

#### **HALL EMERGENCY CONTACTS:**

| Keith Oades (Booking Clerk) | 07979 188107 |
|-----------------------------|--------------|
| David Maidment              | 07840 904304 |
| John Stainer                | 01271 862236 |
| Terry King                  | 01271 867549 |
| David Ayre                  | 01271 867922 |