

## Exminster Victory Hall Booking Form

Email: [admin@exminstervictoryhall.org.uk](mailto:admin@exminstervictoryhall.org.uk) Telephone: 07570 084489

Date of Hire:		
Purpose of Hire:		
Please indicate Main Hall/Annexe or Both <i>(NB if you are using the stage you must hire the Annexe to comply with fire safety)</i>		
Hirer's Name:		
Hirer's Address & Postcode:		
Contact Telephone Numbers: (Before, during & after event)		
Email address:		
<b>Hirer's arrival &amp; departure time</b> <i>(To include setting up and packing away)</i>	Arrive:	Depart:
<b>Event start &amp; finish time:</b>		
Hourly rate: £ <i>(Please refer to Administrator)</i>		
TEN (Temporary Event Notice) needed? (see no 7)		

All bookings must be made with the Hall Administrator and this Booking Form completed. Bookings may be made up to a year in advance. The hire starts from the time the Hall is opened until the hire-period ends and the Hall is locked up. Set-up and clearing-up times are charged for at the same rate as the Hire charge. Minimum hire 1 hour.

**The booking is only confirmed once the full hire fee is paid.** One-off events (except for parties for children under the age of 10) also require a deposit of £150 to be paid before the key code for access to the Hall is provided. The deposit will be returned to the Hirer, minus any charges levied for floor re-polishing, rubbish removal, breakages and repairs.

The maximum capacity for the Victory Hall is 150 people. The hall is a non-smoking area, and the hirer is responsible for ensuring that no naked flames are lit. Smoke machines **are not** permitted as they activate the smoke alarm system. A premises licence is held which covers live music, recorded music and dancing. The Hall insurance **does NOT** cover the use of a bouncy castle, face painting or the use of henna tattoos and the hirer should therefore obtain separate public liability insurance.

There is a combination padlock on the front of the Hall. An access code will be sent to you by text or email prior to your booking. **PLEASE NOTE:** If the combination padlock is mislaid you will be charged for a replacement (Currently £120). Once the door is opened, the padlock should be locked on the door so that it does not go astray. It is vital that the dial is scrambled after each use so that the code is concealed.

**Hire of the hall is subject to the Terms & Conditions, as set out below. Please read the following, and sign to acknowledge your acceptance below.**

**Acceptance:**

I have read and accept these Terms and Conditions of Hire of Exminster Victory Hall as above.

Signature of Hirer: ..... Date: .....

**TERMS & CONDITIONS OF HIRE**

Agreements with the Trustees of Exminster Victory Hall (“the Victory Hall”) for the hire of Exminster Victory Hall or any part thereof (“the Premises”) are subject to these Terms and Conditions of Hire (“the Hire Conditions”).

**1 Undertaking of the Hirer**

The Hirer undertakes to ensure he has an understanding of the Hire Conditions for the time being in force

**2 Supervision by the Hirer**

The Hirer undertakes to be present, or arrange for enough competent representatives to be present, throughout the hiring to ensure compliance with the provisions and stipulations contained or referred to in the Hire Conditions and any relevant licenses

**3 Responsibility of the Hirer**

The Hirer shall be responsible during the period of hire for: -

- Ensuring that the number of people using the Premises does not exceed that permitted for those rooms under the Premises Licence for the purpose of the hire
- Supervision of the use of the Premises and the care of its fabric and contents
- Ensuring that the purpose and conduct of the hire does not disrupt the use of any other room hired by other persons
- Ensuring that the Premises (including kitchen and toilets) are left clean and tidy with rubbish removed at the end of the hire and all appliances switched off.
- Ensuring that all equipment, chairs and tables have been returned to their storage positions safely, the Premises are cleared of people, all lights switched off, and the building secured by use of the keys supplied, except for any facilities or room or public area in use by another continuing hire
- The behaviour of all persons using the Premises, whatever their capacity, including proper supervision of car parking arrangements, to avoid obstruction of the highway or access road
- Ensuring that the Premises licence is complied with and music switched off by 11pm (Monday to Friday), 12pm (Saturday) or 10.30pm (Sunday).
- Ensuring no excessive noise occurs, particularly late at night or early morning, with a minimum of noise being made by any person on arrival or departure.
- Ensuring that no animals (including birds), except guide dogs are brought into the building, without written permission of the Victory Hall on a special event or hire agreed to by the Victory Hall
- Ensuring that NO animals whatsoever enter the kitchen at any time
- Ensuring that any electrical appliances brought onto the Premises and used there shall be certified safe and in good working order, and used in a safe manner, using Residual Current Circuit Breakers where appropriate
- Ensuring that no LPG appliances or highly flammable substances are brought onto the Premises

**4 Fire Regulations**

The Hirer shall:

- Ensure that the “Emergency Exit” signs are kept illuminated
- Ensure that the Fire Brigade is called to any outbreak of fire, however slight, and details given to the Victory Hall
- Appoint a fire marshal who should familiarise themselves with the fire exits and evacuation procedures as detailed on the Hall noticeboard. The fire marshal should also ensure that during the hire there are clear routes of access to all the fire door exits and on and off the stage

- Prior to the start of an event indicate the fire exits and Evacuation Meeting Place to the persons attending the event

The Evacuation Meeting Place is at the bottom of the Car Park on Dryfield. No person may re-enter the Hall without the permission of the Fire Brigade.

## **5 Use of Premises**

The Hirer shall not: -

- sub-let or use the Premises for any purpose other than that described in the Booking Form
- use the premises or allow the Premises to be used for any unlawful purpose or in any unlawful way
- do anything or bring onto the Premises anything which may endanger the Premises or render invalid any insurance policies in respect thereof
- allow the use of drugs on the Premises or allow smoking in the Building

## **6 Car Parking**

The hall does not have its own car park, but public parking is available nearby.

## **7 Authority required by the Premises Licence to supply alcohol**

Under no circumstances may alcohol be supplied or consumed on the Premises without obtaining a Temporary Event Notice (TEN). Alcohol may not be served to any person under the age of 18 years. A TEN is required if you are selling alcohol, serving alcohol to members of a private club or the provision of late-night refreshment. The Hirer is responsible for getting a TEN. Contact [www.teignbridge.gov.uk](http://www.teignbridge.gov.uk) or phone 01626 361101 for information.

## **8 Compliance with legislation relating to children or adults at risk**

The Hirer shall ensure that any activities at the Premises for children or adults at risk comply with current legislation in that regard and that only fit and proper persons have access to children or adults at risk. Supervision of all groups remains the responsibility of the hirer. The person signing these terms and conditions of hire shall ensure they have read and understood our Safeguarding Policy which is displayed on the Trust website <http://exminstervictoryhall.org.uk/>. A copy will be made available on request. Safeguarding Policies are the responsibility of the Hirer. The Trust reserves the right to have sight of the hirers Safeguarding Policy.

## **9 Compliance with other relevant legislation**

The Hirer shall ensure that the users:

- do not contravene the law relating to gaming, betting, and lotteries
- comply with all conditions and regulations required by the Licensing Act, particularly in connection with events which include public dancing or music, or stage plays, or films, or similar entertainment taking place at the premises.

A breach of this condition may lead to prosecution by the local authority.

## **10 Indemnity**

The Hirer shall indemnify and keep indemnified each of the Trustees of the Victory Hall and their employees, volunteers, agents and invitees against:

- a) the cost of repair of any damage done to any part of the Premises including the curtilage thereof or the contents of the Premises
- b) against all actions, claims, and costs of proceedings arising from any breach of the Hall Conditions
- c) all claims in respect of damages, including damage for loss of property or injury to persons, arising as a result of the use of the Premises (including the storage of equipment) by the Hirer

As directed by the Victory Hall, 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

## **11 Insurance & Risk assessment**

Commercial hirers must provide Public Liability insurance (£5,000,000 minimum indemnity). Hirers holding clubs or classes at the hall should also ensure that they have the appropriate Public Liability Insurance in place.

It is also recommended that a risk assessment is undertaken. The Hall risk assessment is on the noticeboard and on the Trust website. This can be adapted for your specific use

## **12 Accidents and Dangerous Occurrences**

The Hirer must report all accidents involving injury to the public to an authorised representative of the Victory Hall as soon as possible and complete the relevant section in the Victory Hall's Accident Book (kept in the green first aid container in the kitchen). Any failure of equipment, either that belonging to the Victory Hall, or brought in by the Hirer must also be reported to the hall administrator as soon as possible

### **13 Stored equipment**

The Victory Hall accepts no responsibility for any stored equipment or other property brought onto or left at the premises and all liability for loss or damage is hereby excluded. All equipment and other property, other than that stored on the premises by agreement, must be removed at the end of each hiring or storage period. The Victory Hall may dispose of any such items 7 days thereafter at its discretion, by sale or otherwise on such terms and conditions as it thinks fit and charge the Hirer daily storage fees and costs incurred in storing and selling or otherwise disposing of the same.

### **14 No alterations**

No alterations or additions may be made to the Premises. No fixtures may be installed, or placards, or other articles be attached in any way to any part of the Premises without the prior written approval of the Victory Hall.

Any alteration, fixture or fitting, or attachment, so approved shall, at the discretion of the Victory Hall remain in the Premises at the end of the hiring and become the property of the Victory Hall or, be removed by the Hirer.

The Hirer must make good to the satisfaction of the Victory Hall any damage caused to the Premises by such removal. Hirers must produce a certificate that the decorations comply with fire regulations. No Blu-tack, drawing pins or adhesive tape may be used

### **15 Cancellation by the Hirer**

The booking is only confirmed once the full hire fee is paid. In the event of cancellation by the hirer:

No charge if cancelled 4 weeks or more before a booking

50% of hire charge is due if cancellation is between 4 and 1 weeks before a booking

100% of hire charge is due if cancellation is 1 week or less before a booking

Twenty-eight clear days should be given in the event of cancellation otherwise the payment will be forfeited. Refunds are at the discretion of the Trustees.

### **16 Cancellation by the Victory Hall**

The Victory Hall reserves the right to cancel a hiring by written notice to the Hirer in the event of the Premises being required for use as a Polling Station for a Parliamentary or Local Government election or bye-election or referendum and the annual Panto or if the Victory Hall reasonably consider that:

- a) such hiring may lead to a breach of the licensing conditions, or other legal or statutory requirements, or
- b) unlawful or unsuitable activities may take place at the Premises as a result of the hiring, or
- c) the Premises have become unfit for the use intended by the Hirer

In any such case the Hirer shall be entitled to a refund of any deposit or hire fees already paid, but the Victory Hall shall not be liable for any resulting direct or indirect loss or damages whatsoever.

### **17 Privacy notice**

The Victory Hall uses personal data for the purposes of managing the hall, its bookings and finances, running and marketing events at the hall, staff employment and its fundraising activities. Data may be retained for up to 7 years for accounts purposes and for longer where required by the hall's insurers. If you would like to find out more about how we use your personal data or want to see a copy of information about you that we hold, please contact the hall Administrator.

### **18 Interpretation**

In these Conditions words importing the singular only and the masculine gender only shall respectively include the plural and the feminine gender and vice versa unless inconsistent with the context.