

DONYATT VILLAGE HALL – HIRE APPLICATION

Please ensure you read the Standard Conditions of Hire attached, before completing this form. **Please make cheques payable to Donyatt Village Hall.**

1. DATE(S) AND SPACE REQUIRED:

Hiring No.	1	2	3	4	5	6
Date(s) of Hire						
Space Required (main hall, meeting room, kitchen, whole facility)						
Start Time						
Finish Time						
Event Type (Public, Private, Meeting, Party etc.)						
Approx. No. Attending						

2. VILLAGE HALL

Registered Charity No.:	304530
Authorised Representative	PHIL KING – DONYATT VILLAGE HALL BOOKING SECRETARY
Address	LITTLE THATCH, WHITNEY, ILMINSTER, TA19 0SJ
Telephone No. & email	0845 643 0288 - booking.admin@donyatt.com

3. HIRER

By supplying the information in Box 3, you agree that Donyatt Village Hall Committee (DVHC) can retain and use it for administration of your hire. A GDPR statement is in para 28 of the Standard Conditions of Hire attached.

Name		Over 18 (tick)
Organisation		
Invoice Address		
Email and Telephone No/s		
Event Supervisor		
Event Supervisor's Email and Telephone Number/s		

4. PURPOSE / DESCRIPTION OF HIRING

Purpose and details of event being	
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held		
Will the Kitchen be used?	YES / NO	Will you be cooking?

5. FEES AND DEPOSITS

The Hire Fee and any deposit required is to be agreed with the Booking Secretary. If the Hire Fee is less than £60 the whole amount is required at the time of booking. Where the Hire Fee is greater than £61, the Booking Deposit at the time of booking will be at least 50% of the overall fee. The Hire Fee or Booking Deposit, payable at the time of booking, is non-returnable if the cancellation notice is less than 7 days (please see paragraph 20 in the Standard Conditions of Hire.) The Hire Fee or Booking Deposit is to be submitted with this document. The balance of the Hire Fee is payable on or before the conclusions of the event for which the premises are hired.

Hire Fee	£
Booking Deposit (if Hire Fee more than £61)	£
Balance of Hire Fee (if applicable)	£
Damage Deposit (if applicable)	£

For certain types of event a Damage Deposit will be required. The Booking Secretary will advise the level of damage deposit required. This damage deposit will be refunded within 28 days of the termination of the period of hire, provided that no damage or loss has been caused to the premises and/or contents, nor complaints made to the Donyatt Village Hall Committee (DVHC), about noise or other disturbance during the period of the hiring as a result of the hiring. **Please be aware** if a Damage Deposit has been requested, a Committee Member may carry out inspections prior to and after the hire period and their findings will dictate either its full return or the level of any retention.

The DVHC reserve the right to enter The Premises during any hiring, to observe all conditions and regulations are being adhered to and to immediately terminate any hire found to be in breach, with loss of full hire fee and any damage deposit held.

The DVHC takes nuisance to near-by villagers and the maintenance of law and order very seriously. Accordingly, due to disruption from previous events, we will no longer be permitting 'teen-parties' (12 to 21 years) in the Village Hall. The expectation of the DVHC, is that where adults and young people are in attendance together, the adults will be sufficiently responsible and numerous (at least 1 adult to every 5 young people) to control the behaviour of the young people. Furthermore, the DVHC reserves the right to enter an event to verify compliance by the Hirer, with the Standard Conditions of Hire, primarily but not limited to those conditions relating to noise, under-age participants and alcohol consumption. In the event that a breach of the Hire Conditions is identified, the DVHC representative may terminate the event immediately, with no refund of the Hire Fee and the retention of any Damage Deposit.

6. LICENCES

LICENSED ACTIVITY	The Hall is Licensed for:	Times for which the activity is licensed.	Indicate activities to take place at your event (must be completed by Hirer)
a. The performance of plays	✓	13.00-23.00	
b. The exhibition of films	✓	10.00-23.00	
c. Indoor sporting events	✓	10.00-23.00	
d. The performance of live music	✓	10.00-02.00 (not Sun) *	

e. The playing of recorded music	✓	10.00-02.00 (not Sun) *	
f. The performance of dance	✓	10.00-02.00 (not Sun)	
g. The sale of alcohol	✓	13.00-01.00 (Mon-Sun)	

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***NOTE:** An exemption under new regulations allows in addition to the licensable activities listed above Live Music and Recorded Music on Sunday – between 08.00 and 23.00.

6.1 Where a licensable activity will take place, the Hirer is to comply with the conditions of the Premises Licence and/or operating Schedule for the premises, which are posted in the Hall.

6.2 The Hall has a licence with the Performing Right Society for the performance of copyright music.

6.3 If you intend to use the Car Park for anything other than parking, please discuss your requirements with the Booking Secretary, as a Temporary Event Notice (TEN) may be required.

7. ALCOHOL ON THE PREMISES

Will alcohol be brought, served or sold at your event? Yes / No (Please delete as appropriate.)

If YES you will need to seek written permission from the DVHC, by completion of an Alcohol Authorisation Form. Failure to declare intention to have, or consume, alcohol **anywhere** on The Premises during your event, will result in the forfeiting of your Damage Deposit.

8. HEIGHT RESTRICTION BARRIER

There is a height restriction barrier at the entrance to the car park, limiting access to vehicle under 2.1mts. This may be opened for the duration of your hire, should access by a higher vehicle be needed.

Will you require the barrier to be open for your hire? Yes / No (Please delete as appropriate)

9. PREMISES CAPACITY

The Hirer may not exceed the maximum permitted number of people per room, including the organisers / performers. This is to ensure users compliance with Fire Safety Regulations. It is the users responsibility to read and adhere to the Fire Action Plan supplied with confirmation of booking.

Main Hall	120 theatre style or 90 at tables or 108 dancing including some seated
David Willis Room	20

10. HIRER RESPONSIBILITY

The Hirer or Event Supervisor (if appropriate) must be present for the duration of the hiring and comply fully with the Standard Conditions of Hire, together with any additional conditions imposed under the Premises Licence or that the DVHC deem necessary. For end of hire responsibilities refer to Para 21 of Standard Conditions of Hire. In addition, the use of sticky tape and/or blue tac on painted surfaces is prohibited. Any damage incurred by such attachments will result in either partial or full retention of the Damage Deposit or an additional charge.

11. CONFERRED BENEFITS

None of the provisions of this Agreement are intended to, or will operate to confer any benefit pursuant to the Contracts (Rights of Third Party) Act 1999, on a person who is not named as a party to this Agreement.

12. HIRE AGREEMENT

Successful applications will be confirmed in writing with a Booking Reference number provided.

DONYATT VILLAGE HALL - STANDARD CONDITIONS OF HIRE

These standard conditions apply to **ALL** hirings of Donyatt Village Hall. If the Hirer is in any doubt as to the meaning of these conditions, the Booking Secretary should immediately be consulted.

For the purposes of this document, The Hirer will be taken to mean the Hirer and/or the Event Supervisor and The DVHC will be taken to mean the Donyatt Village Hall Management Committee and The Premises will be taken to mean Donyatt Village Hall, play area and car park.

1. Responsibility

The Hirer, not being a person under 18 years of age, is to accept responsibility for:

- supervision of The Premises
- completion of an Alcohol Authorisation form, if alcohol is to be on The Premises for the event
- being in charge of and on The Premises for the duration of the hire
- ensuring that all conditions of hire are met
- the care and safety of the fabric and content of The Premises
- the behaviour of persons on The Premises, whatever their capacity
- proper supervision of the car park to avoid obstruction of the highway
- informing the Booking Secretary of any damage occurring during the period of hire

2. Use of The Premises

The Hirer shall not use The Premises for any purpose other than that described in the Hire Application and 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 same or render invalid any insurance policies in respect thereof, nor allow the consumption of alcohol thereon without written permission.

3. 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.

4. Licensable activities

Paragraph 6 of the Hire Application shows the licences held by the Village Hall. If other licenses are required in respect of any activity in Donyatt Village Hall, The Hirer should ensure that they hold the relevant license or The Village Hall holds it.

5. Public safety compliance

The Hirer shall comply with all conditions and regulations made in respect of The Premises by the Local Authority, the Licensing Authority as described in the Hire Application and The Premises Fire Action Plan or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children.

The DVHC reserve the right to enter The Premises during any hiring, to observe all conditions and regulations are being adhered to and to immediately terminate any hire found to be in breach, with loss of full hire fee and any damage deposit held.

(a) The Hirer must make themselves aware of the following:

1. The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating

- the Hall and notifying the Booking Secretary.
2. The location of the fire equipment, as shown on the plan on The Premises notice boards.
 3. Escape routes and the need to keep them clear.
 4. Method of operation of escape door fastenings.
 5. Importance of all fire doors and of closing all fire doors at the time of a fire.

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(b) At commencement of any Hire, The Hirer shall check the following items:

6. That all fire exits are unlocked and panic bars operate properly.
7. That all escape routes are free of obstruction and can be safely used.
8. That fire doors are **not** wedged open.
9. That there are no obvious fire hazards on the premises.

7. Food hygiene

The Hirer shall be responsible for food safety and hygiene if preparing, serving or selling food. A summary of Best Practice is posted in the Kitchen for your reference.

8. 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. Where a residual circuit breaker is provided, the Hirer **must** make use of it in the interest of public safety.

9. Insurance and indemnity

(a) The Hirer shall be liable for:

- 1.1. the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises.
- 1.2. All claims, losses, damages and costs made against or incurred by the DVHC, their employees, volunteers, agents or invitees in respect of damages or 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, and
- 1.3. all claims, losses, damages and costs made against or incurred by the DVHC, their employees, volunteers, agents or invitees. As a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer and subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly, each member of the DVHC and the village hall's employees, volunteers, agents and invitees against such liabilities.

(b) The DVHC shall take out adequate insurance to insure the liabilities described in sub-clause (a)1 above and may, in its discretion and in the case of non-commercial Hirers, insure the liabilities described in sub-clause (a)2 and 3 above. The DVHC shall claim on its insurance for any liability of the Hirer hereunder, but the Hirer shall indemnify and keep indemnified each member of the DVHC and the village hall's employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.

(c) Where the DVHC does not insure the liabilities described in sub-clauses (a) 1 and 3 above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the Village Hall Secretary. Failure to produce such policy and evidence of cover, will render the hiring void and enable the Booking Secretary to rehire the premises to another Hirer.

The Village Hall is insured against any claims arising out of its **own** negligence.

10. Damages, Accident and Dangerous Occurrences

The Hirer shall inform the Booking Secretary, of any damage incurred during the period of the Agreement. The Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings and for loss of contents. The DVHC reserves the right to conduct inspections, prior to and after a hiring, to ensure the Hirer has met the conditions of hire.

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The Hirer must report all accidents involving injury to the public to the Booking Secretary **as soon as possible** and complete the relevant section in Donyatt Village Hall's Accident Record Book (held in the kitchen). Any failure of equipment belonging to Donyatt Village Hall must also be reported **as soon as possible**.

Certain types of accident or injury must be reported on a special form, to the local authority.

11. Explosives and flammable substances

The Hirer shall ensure that:

- (a) Highly flammable substances are not brought into, or used in any part of, the premises and that
- (b) No internal decorations of a combustible nature (e.g. polystyrene, cotton-wool) shall be erected without the consent of the DVHC. No decorations are to be put up near light fittings or heaters.

12. 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 DVHC. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

13. Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall ensure that, in order to avoid disturbing neighbours to the hall and avoid violent or criminal behaviour, there is no excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted, either on the premises or in its immediate vicinity. Alcohol shall not be served to any persons suspected of being drunk, nor to 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 manner, shall be asked to leave the premises. No illegal drugs may be brought onto the premises.

14. Animals

The Hirer shall ensure that no animals (including birds) except guide dogs, are brought into the premises, unless agreed by DVHC. No animals whatsoever, are to enter the kitchen at any time.

15. Safe guarding responsibilities

For public events the hirer shall ensure that activities for children (under the age of 18) comply with the provision of the Children Act 1989 (amended 2004) and that the relevant DBS checks have been undertaken. In addition Safeguarding may apply to adults at risk of harm and abuse and those working/volunteering directly with this group are also subject to relevant DBS checks

For private events the Hirer is responsible for ensuring adequate supervision of all children/adults attending, in line with Safeguarding Responsibilities.

16. Fly posting

The Hirer shall not carry out or permit fly posting, except with compliance with regulations set by South Somerset District Council.

17. Sale of goods

The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice

used in connection with such sales. In particular, the Hirer shall ensure that the total price of all goods and services are prominently displayed, as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

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18. Film shows

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. The Hirer should ensure that they have the appropriate copyright licences for film.

19. Dangerous and unsuitable performances

Performance involving danger to the public or of a sexually explicit nature shall not be given.

20. Cancellation

If The Hirer wishes to cancel the booking within seven days prior to the date of the event and Booking Secretary is unable to secure a replacement booking, the question of the payment or the repayment of the fee, shall be at the discretion of DVHC.

The DVHC reserves the right to cancel this hiring by written notice to The Hirer in the event of:

- (a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election.
- (b) the DVHC reasonably considering that (1) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (2) unlawful or unsuitable activities will take place at the premises as a result of this hiring.
- (c) the premises becoming unfit for the use intended by the Hirer.
- (d) 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.

21. End of Hire Responsibilities

The Hirer shall be responsible for leaving The Premises and surrounding area in a clean and tidy condition with all rubbish being removed (taken away by The Hirer). The building shall be properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions, properly replaced, otherwise DVHC shall be at liberty to make an additional charge.

22. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early morning.

23. Stored equipment

The DVHC must give permission to store equipment at the Hall – there may be a charge for this service. The Village 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 stored equipment) must be removed at the end of each hiring.

The DVHC may use its discretion, in any of the following circumstances:

- (a) failure by The Hirer, either to pay any charges in respect of stored equipment due and payable, or to remove the same within 7 days after the agreed storage period has ended.
- (b) failure by The Hirer, to dispose of any property brought on to the premises for the purpose of

the hiring. This may result in the DVHC disposing of any such items by sale or otherwise, on such terms and conditions as it thinks fit and charge the costs incurred in storing and selling or otherwise disposing of the same.

24. No alterations

No alterations and 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 prior

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written approval of the DVHC. Any fixtures will become the property of the DVHC, unless removed by the Hirer who must make good to the satisfaction of The DVHC any damages caused to the premises by such removal.

25. No rights

The Hire Agreement constitutes permission only to use The Premises, for the period of the Hire and confers no tenancy or other right of occupation on the Hirer.

26. Prevention of Crime and Disorder

- Customers are not permitted to take alcoholic or soft drinks from The Premises.
- All bottles and glasses should be removed from public areas, as soon as they are finished with, or are empty.

27. Prevention of Public Nuisance

- Noise or vibration from The Premises will be maintained at a level that will not be audible at the facade of any neighbouring noise sensitive premises.
- Doors and windows should be kept closed whenever necessary.

28. GDPR Information

- The Booking Secretary will retain personal information, supplied by applicants to hire the village hall facilities, as computer records for contact, invoicing, payment and audit purposes. The information is stored electronically and is password protected. The DVHC will not respond to any third party request for personal information, without the hirer's permission.
- Hirers may request details of any personal information held about them, by contacting the Booking Secretary.
- If you require a full copy of our GDPR Policy, please contact the Booking Secretary.

