

# Terms and Conditions of Hire for Lypstone Village Hall

March 2019

These standard terms and conditions apply to all hirings of Lypstone Village Hall. To book the hall, you must accept these terms and conditions. *If you make repeat bookings for hire with us, these terms and conditions apply to all future bookings until further notice.* 'We' and 'us' mean the Lypstone Village Hall Management Committee.

Additional conditions may be required by us for some bookings; these will be advised at time of acceptance of the booking. By signing the booking form you are entering into a contract of hire with us – it is important that you **read these terms and conditions fully**, as they require you to accept specific responsibilities and liabilities. It is your responsibility to fully understand what is required – please ask the bookings coordinator if you are unclear.

The hall is licensed by East Devon District Council; the licence is displayed at the hall. Specific aspects, including the finish time for events and the consumption of alcohol are subject to the conditions in that licence – see below. The hall is licensed for a maximum of 200 people standing; 150 seated.

## **1. Bookings and deposits**

Bookings are accepted at the discretion of the Village Hall Management Committee, and are not confirmed until you receive a written acceptance of booking. We may require pre-payment for events, but it is at the discretion of the booking manager to ask for a supplementary deposit against damage if deemed appropriate. We will advise this at the time of booking.

## **2. Use of the premises**

The hirer shall only use the premises for the purposes specified on the booking form and agreed by us on the acceptance form, and not for any purpose which is unlawful. We will agree start and finish times for events; you may not over-run these. It is the hirer's responsibility to ensure that enough time has been booked. Another hirer may be starting immediately your booked time ends.

(It is possible to arrange after-midnight extension by special licence and extra payment to both us and EDDC, but this must be booked at least 28 days in advance.)

You must only use the rooms you have booked (plus common areas including toilets).

## **Supervision and care**

The hirer must be present at events they have booked. He/she is responsible for the supervision and care of the premises during the hire period. This is a condition of our premises licence and includes:

- **Safety.** The hirer must be familiar with safety arrangements including fire exits, external lighting and make suitable public safety announcements. Fire exit signs must be illuminated during the hire.
- **Behaviour.** The hirer is responsible for the orderly conduct of events in the hall.
- **Care of premises.** The hirer is responsible for any damage to the fabric of the buildings or fittings. A deposit may be required; damage and breakages must be paid for.

## **4. Alcohol – a summary**

The hirer must inform us at the time of booking if alcohol is to be consumed at the hall, whether alcohol is for sale or not. If alcohol is consumed, the hirer must take responsibility to prevent:

- Under age drinking. No alcohol can be served to or consumed by under 18s on or around the premises.
- Public nuisance and dangers to health from over-consumption.

If alcohol is to be **sold** at an event, the hirer must apply for and obtain from us a bar licence. The licence will state specific conditions which the hirer must adhere to. Ask for more details if you have not held an event licence before, or see our statement on *Alcohol Licensing and Consumption* which we will send if you ask for a bar licence.

The Management Committee reserve the right to make spot checks to ensure that these conditions are being observed, and will end events if they are breached.

## **5. Noise**

The hirer is responsible for ensuring that noise at the hall does not exceed reasonable levels. In particular amplified music must not be played at a level which would cause complaint from nearby residents. Be aware that open doors and windows exacerbate this – we ask that windows and doors are kept closed after 22:00 and the air conditioning is used.

## **6. Insurance**

The hirer is responsible for insurance of events and activities at the hall. The hall has its own third party and public liability insurance and will extend this to non-commercial events organised by village organisations or individuals. Commercial events should carry their own insurance for third party risks. The hall cannot accept responsibility for loss or damage to hirers' property brought to the hall, or to motor vehicles parked at the hall.

## **7. Decorations**

The hirer shall only fix decorations in a manner which does not leave permanent marks or require redecoration; costs of repair will be charged.

## **8. Cleaning and end of hire**

The hall is cleaned regularly to a good standard. Hirers are responsible for tidying the hall and leaving it in an acceptable state at the end of a hire. Small quantities of landfill waste (maximum of 2 black bags; no unbagged, food or trade waste) can be deposited in the external wheeled waste bin in the car park. Food waste and all recycling materials (glass, cardboard etc) must be removed from the hall. We reserve the right to make charges for additional cleaning or redecoration required. We will retain any lost property for not more than 28 days.

At the end of the hire, the hirer must check that all lights are turned off and all windows and external doors are fully secured.

The hirer is responsible for the return of hall keys to the Post Office counter in the village store (or elsewhere if such arrangements have been made) as soon as practicable. The hirer will be charged for any lost keys.

## **9. Cancellation**

The hall has a cancellation policy. If the hirer wishes to cancel the booking before the date of the event, they must tell the hall's booking coordinator as soon as possible and if asked confirm this in writing.

- Our cancellation charges are: 8 weeks prior to event - Full refund
- 4 weeks prior to event - 50% refund
- 2 weeks prior to event - 25% refund
- Less than 2 weeks - no refund

We reserve the right to cancel a booking in the case of force majeure – for example the premises being required as a polling station, or flood or fire. We will not be liable for any resulting loss in such a case.

## **10. Other aspects of hire**

The hirer must observe and enforce:

- Compliance with the requirements of the Children Act 1989 and associated regulations and guidance relating to the protection of children
- The national smoking ban in public buildings
- Age restrictions on the public screening of some films
- Fair Trading laws
- Health and hygiene regulations for preparing, handling, serving and selling food
- Gaming, betting and lotteries legislation
- Alcohol legislation – see our separate Terms and Conditions for Alcohol Licensing and Consumption.

# Lympstone Village Hall

## Terms and Conditions for Alcohol Licensing and Consumption – March 2019

The Hall's Premises licence places a legal responsibility on the Village Hall Management Committee for ensuring that all aspects of alcohol licencing are enforced,  
Sally Harradine (01395 263907) is responsible for the issue of bar licences for individual events.

### Important information for hirers

This information provides you with details of the licencing conditions which apply to consumption of alcohol at the hall. **These conditions are not optional** and apply to all bookings at which alcohol is served. They are imposed by national laws and by the premises licence from East Devon District Council under which we operate – number PLWA 0485.

Our licence is in place to prevent crime and disorder, ensure public safety, prevent public nuisance and protect children from harm. If you have questions about any of this, please ask before your event. These conditions are also posted in our bar at the hall.

#### 1. Telling us if alcohol is to be consumed.

You need to tell us – by ticking the box on the booking form – if alcohol will be served or consumed at your event. This is even if you are not charging for it. We may need to ask further questions. Unless we are satisfied that you will not use our glasses and glasswasher, you will need to pay for hire of the bar.

#### 2. Telling us if alcohol is to be sold.

If you are running a bar – and money changes hands for alcohol – you must apply to us for a bar licence which we will grant you for the period of the event. It costs £11 a day. You need to apply for the licence and nominate who will be responsible for its conduct, preferably when you book and always at least 28 days in advance.

#### 3. Responsibility for the bar

If you ask for a bar licence at the time of booking or later, you must designate the person responsible for the bar during your event. We reserve the right to make checks on this individual's suitability. Once we agree, it is the responsibility of that individual to (a) be present to run the bar at the event, (b) ensure that they and others helping with the sale of alcohol understand and apply all the regulations in section 4 of this document.

#### 4. Regulations for alcohol consumption

Only a part of the hall complex is licenced; the sale and consumption of alcohol is limited to the main hall, function room, bar and kitchen (and hence not the committee room or outside the hall building). So no alcohol or glasses to be taken outside and no off-sales.

##### 4.1 Licenced Hours for the sale of alcohol are:

Monday to Thursday - 11:00am to Midnight

Friday - 11:00am to 12:30am

Saturday - 11:00am to 11:30pm

Sunday - Noon to 10:00pm

Special hours apply on New Years' Eve; ask for details.

**It is possible to extend these hours, but only by the hall securing a Temporary Event Notice from EDDC; this incurs extra charges and requires at least 2 weeks notice.**

##### 4.2 Licence conditions – from our EDDC licence and Section 19 & 19A of the Licencing Act 2003:

- The premises licence holder shall ensure that an age verification policy applies to the premises in relation to the sale or supply of alcohol.

The (age verification) policy must require individuals who appear to the responsible person to be under

18 years of age to produce on request, before being served alcohol, identification bearing their photograph, date of birth and a holographic mark.

- The responsible person shall ensure that-
  - (a) where any of the following alcoholic drinks is sold or supplied for consumption on the premises (other than alcoholic drinks sold or supplied having been made up in advance ready for sale or supply in a securely closed container) it is available to customers in the following measures-
    - (i) beer or cider: ½ pint;
    - (ii) gin, rum, vodka or whisky: 25 ml or 35 ml; and
    - (iii) still wine in a glass: 125 ml; and
  - (b) customers are made aware of the availability of these measures
- The responsible person shall take all reasonable steps to ensure that staff on relevant premises do not carry out, arrange or participate in any irresponsible promotions in relation to the premises. *(An irresponsible promotion means any one or more of the following activities, or substantially similar activities, carried on for the purpose of encouraging the sale or supply of alcohol for consumption on the premises in a manner which carries a significant risk of leading or contributing to crime and disorder, prejudice to public safety, public nuisance, or harm to children -*
  - (a) games or other activities which require or encourage, or are designed to require or encourage, individuals to-*
    - (i) drink a quantity of alcohol within a time limit (other than to drink alcohol sold or supplied on the premises before the cessation of the period in which the responsible person is authorised to sell or supply alcohol), or*
    - (ii) drink as much alcohol as possible (whether within a time limit or otherwise);*
  - (b) provision of unlimited or unspecified quantities of alcohol free or for a fixed or discounted fee to the public or to a group defined by a particular characteristic (other than any promotion or discount available to an individual in respect of alcohol for consumption at a table meal, as defined in section 159 of the Act);*
  - (c) provision of free or discounted alcohol or any other thing as a prize to encourage or reward the purchase and consumption of alcohol over a period of 24 hours or less;*
  - (d) provision of free or discounted alcohol in relation to the viewing on the premises of a sporting event, where that provision is dependent on-*
    - (i) the outcome of a race, competition or other event or process, or*
    - (ii) the likelihood of anything occurring or not occurring;*
  - (e) selling or supplying alcohol in association with promotional posters or flyers on, or in the vicinity of, the premises which can reasonably be considered to condone, encourage or glamorise anti-social behaviour or to refer to the effects of drunkenness in any favourable manner.*

*The responsible person shall ensure that no alcohol is dispensed directly by one person into the mouth of another (other than where that other person is unable to drink without assistance by reason of a disability). )*
- The responsible person shall ensure that free tap water is provided on request to customers where it is reasonably available.

### **General conditions imposed by our premises licence**

- All those persons responsible for supervising events at the premises involving the licensable activities authorised by this licence must receive suitable training as to their role and actions in an emergency and in general safety precautions (see our Information for Hirers booklet).
- The management at the premises must ensure that all those responsible for the sale and supply of alcohol at the licensed premises are aware of their social and legal obligations and responsibilities regarding the sale of alcohol.