

# Booking Terms ( Hiring / Damage Agreement )

Please retain a copy of this agreement for your own reference

**Thank you for using Duncton Village Hall <sup>1</sup>.**

**Please read this document carefully before signing & returning the booking form.**

**Your signing the booking form indicates you have read and agree to these conditions.**

Any damage caused during the period of hire may render you liable for the cost of repair.

## A. General Terms

1. **Capacity**      The Hirer must not exceed the following capacities:
  - Seated at tables - 90 persons
  - Closely seated audience or standing - 140 persons
  - Marquee - 150 persons
2. **Use made**      The Hirer shall not use the Hall for any purpose other than that described in the hire application form, and shall not sub-hire or use the premises, or allow the premises to be used for any unlawful purpose, or bring onto the premises anything which may endanger the same, or render invalid any relevant insurance policies.
3. **Damage**      A damages deposit will be payable and must be sent to the Manager 4 weeks before the event. DVH retains the right to impose a higher damages deposit at its discretion.
4. **Cleaning**      At the end of the hire, the Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition.
  - Equipment for cleaning can be found in the storeroom.
  - Rubbish - There are bins in each toilet and the kitchen. All rubbish must be put in the general waste or recycling bins, making sure no bagged items are put in recycling.
  - Crockery etc. must be washed and put away.
  - The Hall must be properly locked, windows shut, and lights and heating switched off.
  - Any contents temporarily brought indoors or taken outside must be properly replaced.
  - Any keys used from the hooks in the kitchen must be returned to the correct hook.
  - DVH retains the right to withhold part or all of the damages deposit to cover costs of cleaning.
5. **Cancellation**    If the Hirer cancels a booking on which a booking deposit has been paid, unless another Hirer is found, the deposit will be forfeited at the discretion of DVH.
6. **Injury / Damage or Loss**      The Hirer must report to the Manager in writing within 24 hours of the end of the hire period any accident resulting in injury, damage or loss. Any failure of equipment belonging to DVH must also be reported in writing within 24 hours.
7. **Music**      The Hirer must obtain permission from the Manager for any outside music. If consent is given, outside music must be switched off by 6:00pm. Evening music must only be held indoors, or in a marquee, and must be switched off by 11:30pm.

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<sup>1</sup> Hereafter 'DVH' refers to Duncton Hall & Recreation Ground.

8. **Noise** The Hirer shall ensure that the minimum of noise is made outside the Hall, especially on arrival and departure.
9. **Food Hygiene** Food brought onto the premises is the Hirer's responsibility. The Hirer shall, if preparing, serving or selling food, observe all relevant food, health and hygiene legislation and regulations.
10. **Smoking** No smoking is permitted in any part of the building. Failure to comply with this condition may result in an additional charge and invalidate DVH liability in the case of an insurance claim. Sand bins are provided outside for cigarette butts for those smoking.
11. **Alcohol** To comply with the Licensing Act 2003, it is imperative that the Manager is informed at the time of booking of the Hirer's intention to have alcoholic drinks on sale. The sale of alcohol requires a Temporary Event Notice from the District Council, which costs £21<sup>2</sup>, for which you will be charged. N.B. It is the hirer's responsibility to obtain this notice.  
The supply of free drinks does not need this, so will not incur a charge. However, you must still inform the Manager of the supply of alcohol at your event.
12. **Electrical Appliances** The Hirer shall ensure that any electrical appliances brought to the Hall and used there are safe and in good working order, and used in a safe manner.
13. **Gambling** The Hirer shall ensure that nothing is done on, in or in relation to the premises in contravention of the law relating to gambling, betting and lotteries.
14. **Fire & Emergency** The Hirer shall make themselves and any other supervisors aware of the location of fire extinguishers, fire blanket, and emergency exits and the emergency assembly point in the car park. They must also ensure that emergency exits are not blocked, and that clear responsibilities are taken for evacuating children and the disabled in the event of an emergency.
15. **Animals** The Hirer shall ensure that no animals (except Guide Dogs) are brought into the Hall. Dogs on the Recreation Ground should not be allowed to foul the grounds; all mess must be cleared up, using the disposal bin provided by the Car Park.

## B. Use of Grounds

16. **Grounds** The Hirer must ensure that no damage is caused to the grounds.  
e.g. removal of turf, lighting fires, damage to trees, broken glass, discarded bottles or similar items.
17. **Activity in Grounds** No external activity that could cause damage to the grass areas is permitted. If in doubt, advice should be sought from the Manager about the use of the fields.
18. **Camping** In the case of weddings, rallies or camping/caravanning clubs, permission to camp must be sought from the Manager. If consent is given, tents and caravans must be erected and located in a designated area to the north of the Recreation Ground. Tents/camping facilities may not pitch before or after the hire period. Camping will be charged in addition to hall hire.
19. **Marquees / Tents** Use of a marquee requires prior consent from the Manager.  
Ground rent will incur an additional cost of £275.  
Marquees/Tents must have a flooring (such as coir matting) to protect the Recreation Ground.
20. **Fires** No open fires or sky lanterns may be used. Any use of a metal fire bowl, BBQ or hog roast must take place on either the patio or on concrete slabs so that no damage is caused to the Recreation Ground. Please seek consent and advice from the Manager.

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<sup>2</sup> Correct at the time of publishing.

21. **Fireworks** No fireworks may be used, without prior consent. If consent is given fireworks must be completed by 10:00pm. Fireworks must be purchased from our recognised supplier.

### C. Administrative / Legal Conditions

22. **Children's Act** The Hirer shall ensure that any activities for children under the age of eight years comply with the provisions of The Children's Act 1989, and that only fit and proper persons have access to the children.
23. **Under18s** Under-18s must be supervised by at least one adult per 20 youngsters. The Hirer and supervisors must remain on the premises at all times. The names and contact numbers of supervisors must be confirmed to the Manager by e-mail prior to the period of hire.
24. **Supervision** The Hirer will, during the entire period of hire, be responsible for the supervision of the premises, the fabric and contents, and their care and safety from damage of any sort. Also, the behaviour of all persons using the premises, whatever their capacity, including proper supervision of car parking arrangements.
25. **Local Authority Regulations** The Hirer shall comply with all the conditions and regulations made in respect of the Hall by the Fire Authority, Local Authority, the local magistrates court or otherwise.
26. **Indemnity** The Hirer shall indemnify DVH for the total cost of repair of any damage done to any part of the property and its curtilage, or the contents of the buildings, which may occur during the period of hire, as a result of the hire.
27. **Third Party Insurance** The Hirer shall be responsible for making arrangements to insure against any third-party claim which may lie against the Hirer (or the organisation if acting as a representative) whilst using DVH. DVH is insured only against any claims arising out of its own negligence.
28. **Committee Cancellation** DVH reserves the right to cancel a hiring in the event of the Hall being required for use as a Polling Station for a Parliamentary, Local Government or By-election, in which case the Hirer shall be entitled only to a refund of any deposit already paid .
29. **Unfit for use** In the event of the Hall, Recreation Ground or any part thereof being rendered unfit for the use for which it has been hired prior to the hire, the Committee shall not be liable to the Hirer for any resulting loss or damage whatsoever.
30. **Right of Refusal** DVH at its discretion reserves the right to refuse a booking without notice, or to cancel a Hiring Agreement at any time for any reason whatsoever. No liability shall arise against DVH in this event.
31. **Insurance Cover** Educational and recreational classes held by individuals for gain must secure their own insurance cover. DVH insurance will not cover accidents and negligence by users.
32. **Damage & subsequent hire** In the event of damage caused during the period of hire resulting in cancellation of a subsequent booking the Hirer will be responsible for any reasonable costs and loss of income from the cancellation.