

DISHFORTH VILLAGE HALL

MAIN STREET, DISHFORTH, NORTH YORKSHIRE YO7 3JU · REGISTERED CHARITY NUMBER 523342

TERMS AND CONDITIONS

Standard Conditions of Hire

These terms and conditions apply whenever Dishforth Village Hall is hired. Variations can only be made with the approval of the Village Hall Trustees. If the hirer is in any doubt as to the meaning of the following, advice should be sought from a member of the Village Hall Trustees (herein after referred to as the Trustees).

1 General information

1.1 The Village Hall is available for the benefit of the local community through hire to local organisations, businesses and individuals.

- Bookings are not accepted from persons under the age of 21
- Bookings for private parties for young people aged 13 to 21 must be made by a responsible parent or guardian, who undertakes to be present at and strictly supervise the event.

2 Booking Procedures and Fees

2.1 Charges will be set by the Trustees and reviewed at the AGM held in May each year. Charges are based on a standard hourly rate which may be varied, subject to the Trustees' approval.

2.2 Regular Hirers

To claim 'regular' status, the hirer must make six bookings within six months of the first booking..

2.3 Booking Procedure

Booking enquiries must be made by email to the Bookings Clerk on dishforthvillagehall@dishforth-pc.gov.uk. A booking will only be confirmed once the official booking form has been completed and returned to the Bookings Clerk and a confirmation email received by the hirer from the Bookings Clerk. . Regular hirers will only be required to complete a booking form for their initial booking.

2.4 The bookings calendar, a record of all bookings and contact details of the hirer(s) will be maintained by the Bookings Clerk. These details are retained in accordance with the Village Hall GDPR policy, it is important to note that they may be available to the Treasurer and Trustees.

- Hirers must clearly state the purpose of the hiring on the booking form and indicate any licensable activities, including consumption of alcohol, showing of films and other activities listed on the Hall's Licence that will take place. The Trustees must be informed if the hirer intends to sell of alcohol as part of the event.
- Out of consideration for neighbours, all events must finish by 12 midnight, with the Hall vacated by 0015 hours.

2.5 An invoice for the hire charge of the Hall will be issued when the booking is confirmed and must be paid on receipt of invoice by electronic transfer to the Dishforth Village Hall Account. The Trustees reserve the right to cancel any bookings where payment is not received.

2.6 Regular hirers will be invoiced on a monthly basis.

2.7 Events approved as Free of Charge by the Trustees are subject to the terms of the Village Hall Free of Charge Policy.

2.8 The hall is equipped with Wi-Fi available to hall users free of charge. The Trustees accept no responsibility or liability for the performance and availability of Wi-Fi, Wi-Fi speed, failure of Wi-Fi connection, or other Wi-Fi issues during any event.

2.9 The hall is also equipped with a sound system and audio visual facilities which are available to hirers free of charge. The Trustees accept no responsibility or liability for the success of any connection between these systems and compatibility of the users own equipment including failure of connection, or other issues during any event..

3 Cancellation and No Shows

3.1 If the hirer wishes to cancel the booking before the date of the event, they must notify the Bookings Clerk by email not later than 24 hours prior to the commencement of the event. Cancellation less than 24 hours prior to the commencement of an event will result in the hirer being responsible for the full hire charge notified at the time of booking. The Trustees will exercise discretion in regard to regular hirers.

3.2 If a hirer is a "no show" ie has not informed the Bookings Clerk of their intention to cancel their booking at least 24 hours prior to the commencement of their event beforehand, they will still be liable for the full hire charge notified at the time of booking.

3.3 The Trustees reserves the right to cancel a hiring by providing notice to the hirer in the event of:

3.3.1 the premises being required for use as a Polling Station for a Parliamentary or Local Government election or byelection.

3.3.2 maintenance work which cannot be undertaken if users are present.

3.3.3 the Trustees reasonably considering that (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring

3.3.4 the premises becoming unfit for the use intended by the hirer

3.3.5 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.

In any such case the hirer shall be entitled to a full refund of any monies already paid to Dishforth Village Hall, and the Trustees will do what they can to facilitate an alternative date for the displaced booking. The Trustees shall not be liable to the hirer for any other costs resulting in direct or indirect loss or damages whatsoever.

4 Supervision

4.1 During the period of the hiring, the hirer is responsible for the supervision of the premises, the fabric and the contents; their care, safety from damage however slight or change of any sort; and the behaviour of all persons using the premises whatever their capacity.

4.2 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.

4.3 Any equipment or decoration used by the hirer must be free standing, nothing can be attached to walls or the fabric of the building.

4.4 Hall hirers and users are asked to respect neighbours by parking cars sensibly and keeping noise levels down, particularly when leaving the hall late at night.

5 Permitted Use of Premises and Restrictions

5.1 The hirer is strictly prohibited from using the premises for any purpose other than the one detailed and agreed upon in the Booking Form. Sub-hiring or transferring the use of the premises to another party is not permitted under any circumstances. Furthermore the hirer must not use the premises for any unlawful activities or in any manner that could be deemed unlawful. Both the hirer and their guests are expected to conduct themselves in a way that maintains the safety and integrity of the building and all individuals present. It is expressly forbidden for the hirer or their guests to bring on to the premises any items, or to engage in any behaviour, that could endanger the premises, including fixtures and fittings, or persons within. Additionally, actions or items that could potentially invalidate any existing insurance policies on the premises are strictly prohibited.

5.2 Performances involving danger to the public or of a sexually explicit nature are not permitted.

5.3 If using sound amplification equipment, hall users must keep sound to a reasonable and socially acceptable level and have due regard for neighbours and the central location of the village hall.

5.4 The hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, and any contents temporarily removed from their usual positions properly replaced, otherwise the Trustees shall be at liberty to make an additional charge to cover costs incurred.

- The Village Hall is checked and cleaned weekly. It is a condition of hire that it is left in a clean and tidy condition. Any problems should be reported to Bookings Clerk as soon as possible after they are identified.
- There is limited refuse disposal available, any excess refuse should be removed by the hirer.
- Hirers must ensure all lights, heating, water taps, electrical sockets and other equipment are switched off before leaving the hall.

6 Licences

6.1 The consumption of alcohol in the premises is allowed and no licence is necessary if the alcohol is provided free of charge or if consumers bring and consume their own alcohol. If the sale of alcohol is planned this must be noted on the Booking Form.

7 Public Safety Compliance

7.1 The hirer shall comply with all conditions and regulations made in respect of the premises by the local authority, the Hall's Fire Risk Assessment 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.

7.2 The hirer is the Responsible Person for ensuring the safety of all persons within the hall during the hire period are expected to familiarise themselves with the details of the Fire Safety Policy and Procedure.

8 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.

9 Health and Hygiene

If preparing, serving or selling food, the hirer must observe all relevant food health and hygiene legislation and regulations. In particular, dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are provided with a refrigerator, but not a thermometer.

10 Smoking and Vaping

The hirer shall ensure that all persons comply with the prohibition of smoking or vaping in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision must be asked to leave the premises.

11 Insurance and Indemnity

11.1 Performers hiring the hall, or those hired and paid a fee to undertake a performance, will be treated as commercial parties and must have their own public liability insurance, which should be provided to the Bookings Clerk in advance of the event..

11.2 Hirers shall be liable for:

- 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.
- all claims, losses, damages and costs made against or incurred by the Trustees, volunteers, agents or invitees in respect of damage 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
- all claims, losses, damages and costs made against or incurred by the Trustees, 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.

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

12 Accidents and Dangerous Occurrences

12.1 All accidents involving injury to the public must be reported to the Bookings Clerk as soon as possible after the incident and the relevant section in the Village Hall's accident book must be completed.

12.2 Any failure of equipment belonging to the Village Hall or brought in by the hirer must also be reported as soon as possible.

13 Heating

The heating is regulated by the Bookings Clerk and the Caretaker, if the hirer has any specific requirements they should discuss it with the Bookings Clerk or Caretaker before the event.

14 Drunk and Disorderly Behaviour and Supply of Illegal Drugs

14.1 In order to avoid disturbing the hall's neighbours and to avoid violent or criminal behaviour, the hirer must ensure care is taken to avoid excessive consumption of alcohol.

14.2 Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity.

14.3 Alcohol shall not be served to any person suspected of being drunk nor be served to or consumed by any person suspected of being under the age of 18.

14.4 No illegal drugs may be brought onto the premises.

15 Animals

The hirer shall ensure that no animals or birds (except Assistance Dogs) are brought into the premises, in accordance with the Hall's Assistance Dogs Policy. .

16 Compliance with the Children Act 1989

16.1 The hirer shall have regard to the hall's Safeguarding Policy and ensure that any activities for children comply with the provisions of The Children Act of 1989 and that only fit and proper persons who have passed the appropriate Criminal Records Bureau checks have access to the children.

16.2 Hirers should also investigate if checks are applicable for children over eight and for vulnerable adults who are taking part in activities.

16.3 The hirer shall provide the Trustees with a copy of their Disclosure and Barring Service (DBS) checks and Child Protection Policy on request.

17 Fly Posting

The hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises and shall indemnify and keep indemnified each member of the Trustees accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

18 Sale of Goods

If selling goods on the premises, the hirer shall 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 prices 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.

19 Stored Equipment

19.1 Equipment may only be stored with the prior approval of the Trustees. The Trustees accepts no responsibility for any stored equipment or other property brought on to 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 or fees may be charged for each day or part of a day at the hire fee per hiring until the same is removed.

19.2 The Trustees may, in its discretion in any of the following circumstances, namely: (a) in respect of stored equipment, failure by the hirer either to pay any storage charges due and payable or to remove the same within seven days after the agreed storage period has ended. (b) in respect of any other property brought on to the premises for the purposes of the hiring, failure by the hirer to remove the same within seven days after the hiring dispose of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the hirer any costs incurred in storing and selling or otherwise disposing of the same.

20 No Alterations

20.1 No alterations or 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 the prior written approval of the Trustees.

18..2 Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Trustees remain in the premises at the end of the hiring.

18.3 These items will become the property of the Trustees unless removed by the hirer who must make good to the satisfaction of the Trustees or, if any damage caused to the premises by such removal.

21 No Rights

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the hirer.

This version approved by the Village Hall Trustees: 9 December 2025

Reviewed:

Revised: