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Exton Village Hall (Devon) Terms & Conditions of Hire.

By hiring the hall, you agree to all parts of this document.

For clarification of certain wordings used please see - Definitions (item 37. Below).

(1.) Supervision.

The hirer must be over 18 years of age.

The hirer must supervise their event in a responsible manner in order to avoid damage to property, or injury to persons. The hirer is responsible for the behaviour of all persons attending their event, & to ensure that good order is kept at all times.

(2.) Hirers Responsibility.

The hirer is responsible & liable for any injury to themselves or persons attending their event, during their hire period, unless such injury is proven to be caused by negligence of the hall trustees. The hirer is also responsible & liable for any loss, damage, or theft of property or possessions.

(3.) Hall Insurance.

The hall trustees are insured in respect of any claim or claims arising out of the trustees own negligence in the operation & management of the hall.

(4.) Insurance- Non Profit Making Clubs, Groups & Associations (See definitions).

We strongly advise that you take out public liability insurance, to fully cover your specific risks.

(5.) Insurance- Commercial, Hirers (See definitions).

Due to hall insurance limitations it is a pre-condition of hire that commercial hirers have their own public liability insurance. If requested by the trustees commercial hirers must supply proof of their insurance policy.

(6.) Opening Up.

For one off, or occasional hirers, a hall trustee or representative will arrive to open up for you, (as pre-arranged).

Regular hirers, if the hall is not open when you arrive & if you have been given a key safe code, the keys will be in the key safe to the left of the entrance.

(7.) Disabled Entrance & Use of Portable Ramp.

Due to the age & location of the hall, the portable ramp (when in place) sits directly onto the public highway.

Hirers should use the safety vest & traffic cones provided & familiarise themselves with safety notices located with the equipment. Hirers using this equipment do so at their own risk with regard to road traffic.

Please note, the hall toilets are not suitable for full wheelchair access due to width restrictions.

(8.) Car Parking.

We have an arrangement with the adjacent St Andrews Church, for hirers & their guests or members to use empty spaces on the adjacent church car park (free of charge) during their hire period.

Hirers are asked to inform their guests or members to use these parking spaces in preference to road parking whenever possible.

The hirer is responsible for ensuring proper supervision of car parking arrangements, so as to avoid obstruction of the highway or nearby properties.

(9.) Noise.

The hirer must take reasonable care to ensure that the occupants of neighbouring properties are not inconvenienced by noise & must turn down the volume of any music or other sound equipment if asked to do so. The hirer must also ensure that the minimum of noise is made during arrival & departure.

(10.) Use of the Hall.

The hirer must not use the hall for any purpose other than that described when the booking was made & must not sub hire, or use the hall for any unlawful purpose.

No illegal drugs may be brought into the hall.

(11.) Hall Equipment.

This is supplied for use by the hirer, provided sensible supervision & safe use is adhered to.

It is the responsibility of the hirer to ensure that if used, the hall equipment is fit for use, & used only for its intended purpose.

(12.) Hirers Own Electrical Equipment.

The hirer must ensure that any electrical appliances brought into the hall by themselves, or any other person attending their event are in good working order. The hirer is responsible for safe & sensible use of such items. The use of an RCD Safety plug is recommended where appropriate.

(13.) Sale of Goods.

The hirer shall, if selling goods on the premises, comply with fair trading laws and any legal code of practice used in connection with such sales.

(14.) Regular Hirers Property stored in the hall.

Some regular hirers are permitted (at trustee's discretion) to store certain items in specific areas of the hall.

The trustees reserve the right to change the area of storage or to require that some items be removed.

Hirers stored property is left entirely at the hirers risk.

The trustees will not accept responsibility for damage to, or loss of hirers stored items.

No additional items may be stored without permission from the trustees.

Due to limited space & risk of obstruction we cannot allow any additional hirers to store items in the hall. The trustees will at their absolute discretion be entitled to dispose of items left behind by hirers after their hire period & to charge for any disposal costs.

(15.) The Stage.

Anyone using the stage does so at their own risk. If there are props &/ or scenery in place for a forthcoming performance please do not allow anyone to disturb or damage this. Please be aware of the risk of injury to persons from disturbed scenery falling.

(16.) Fire Precautions.

(a.) All means of exit from the hall must be kept free from obstruction & immediately available for public exit. **Fire extinguishers** are provided near all exits.

Highly flammable substances, including any form of fireworks, are NOT allowed into the hall. Naked lights are NOT permitted in any area of the hall (other than small birthday cake candles).

Other candles, oil lamps, floating lanterns, paraffin or canned gas equipment and the like are not permitted.

The Fire Brigade must be called to any outbreak of fire immediately & the trustees informed of the incident.

(b.) In Advance of an Entertainment, or other public performance, the hirer shall check that fire exits are not locked, panic bolts are in good working order & fire doors are not wedged open.

When the public are present for such entertainment the hirer must ensure that the main entrance - doors to the front steps are in the open position. This is to comply with our entertainment licence.

(17.) Activities for Children & Vulnerable Persons.

Organisations such as clubs, groups, classes etc. that hire the hall for activities for children or vulnerable persons must comply with all relevant (childcare & vulnerable persons) laws, legal regulations, & requirements. If requested by the trustees the hirer must supply proof of such compliance.

(18.) Gambling.

The hirer must ensure that no contravention of the law on gambling takes place in the hall during their hire period.

(19.) Accidents & Dangerous Occurrences.

The hirer must report all accidents involving injury to persons during their hire period to the trustees as soon as possible. The relevant section in the halls accident book must be completed. Any failure of hall equipment must also be reported as soon as possible.

(20.) Hall Damage & Missing Equipment.

The hirer is liable for the cost of repair of any damage (including accidental or malicious damage) to the hall or hall equipment (reasonable wear & tear excepted) & for the cost of replacement of any missing items, resulting from their hire of the hall.

(21.) No Alterations.

No alterations, decorations, signs or additions of fixtures, fittings or other articles may be attached in any way, to any part of the hall without the prior written approval of the trustees. If such an item or items are allowed to remain they will then become the property of the hall. If the trustees require such items to be removed the hirer must rectify any damage caused to the hall, to the total satisfaction of the trustees.

(22.) No rights of Tenure or Occupation.

Overnight occupancy within the hall or grounds is not permitted. The hirer has no rights of tenancy or rights of occupation.

(23.) Food Health & Hygiene.

The hirer shall, if preparing, serving or selling food, 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. A refrigerator is provided.

(24.) Smoking.

Smoking is NOT allowed in any area of the hall. The hirer must ensure that everyone within the hall complies with this provision. Smoking in the hall is illegal & a fire risk. Any person found to be smoking must be asked to leave the premises immediately.

(25.) Heating.

The hall central heating system is considered to be efficient & adequate. The hirer must ensure that no unauthorised heating appliances are used on the premises without the prior consent of the hall trustees. The use of paraffin or gas heating appliances is strictly prohibited.

(26.) Hall Capacity & Suitability.

This is NOT a large village hall, therefore before booking we strongly advise that all new hirers arrange for a viewing to see the size of the hall & to establish it's suitability for their event. The official maximum capacity of the hall is 100 persons (mostly standing) however we DO NOT recommend that this number of persons should attend any hirer's event. A suggested maximum number of persons (mainly seated) with a performance on stage is 55. For children's parties we recommend that a substantially lower number should attend.- *(continued)*

Although Covid-19 legal restrictions have officially ended, you may wish to halve the above capacity numbers until the pandemic has diminished.

(27.) Bouncy Castles.

Due to hall height & size restrictions, & no outdoor space bouncy castles are NOT permitted.

(28.) Animals.

The hirer must ensure that no animals (including birds) except guide dogs are brought onto the premises.

Animal events (such as dog shows) are NOT permitted.

(29.) Rubbish.

There is no refuse collection from the hall.

The hirer must take away all their rubbish & recycling at the end of the hire period.

(30.) Cancellations.

If the hirer wishes to cancel a forward booking and the hall is unable to conclude a replacement booking, the question of the payment or the repayment of the hire fee will be at the sole discretion of the trustees.

The trustees reserve the right (at their discretion) to cancel any hiring in extraordinary or special circumstances by giving notice to the hirer. Examples of circumstances include –

The premises being required for use as a polling station, or an accidental double booking.

Fire, flood, snowstorm, damage, or any other obstruction or repairs to the hall.

The trustees reasonably concluding that the hiring may cause nuisance to nearby properties, or lead to a breach of licensing conditions, or that unsuitable or unlawful activities may take place.

In any such case the hirer will be entitled to a credit, or refund of payment for that period, but the hall trustees will not be liable to the hirer for any resulting direct or indirect loss or damages whatsoever.

(31.) Licences.

The hall is licenced for the playing of music with both the PRS & the PPL.

If a licence is required for any other activity during the hirers event (including but not limited to the sale & purchase of alcohol), the hirer must ensure that they obtain the relevant licence.

This must be made available for inspection by the trustees on reasonable request.

(32.) Alcohol.

Alcoholic drinks may be served free of charge but NO sale of alcoholic drinks may be undertaken unless a licence (as mentioned above) has been obtained.

Care must be taken to avoid excessive consumption of alcohol.

Any person suspected of being drunk, under the influence of drugs, or who is behaving in a violent or disorderly way must be asked to leave the premises.

(33.) Use of the Kitchen.

Please be aware that sharp items including knives are stored in the kitchen drawers. Hirers should supervise & ensure careful safe use of all kitchen equipment & electrical items.

Precautions must be taken to keep children & vulnerable persons away from the kitchen.

Crockery and utensils are supplied for use by the hirer. You may find some items in the dishwasher. If used these should be washed & returned to the cupboards & drawers before the end of the hire period. **The sink, worktops & floor must be left clean.**

The dishwasher provided may be used if there is a large amount to wash up.

If you intend to use the dishwasher, please bring dishwasher tablets as there may not be any available.

If your hire period ends before the dishwasher has finished you may leave it to run, lock up & go.

(34.) Hall Cleanliness.

The cleaner does not visit the hall every day & we do not have a resident caretaker, therefore users should comply with the following requests: The hall is to be left clean and tidy with chairs & tables etc. (cleaned) returned to the location from where they were taken.

(35.) At the End of your Hire Period.

Windows - (including the ladies toilet windows) must be checked, closed & secured.

Toilets - Ladies & Gents) must be checked, flushed & left clean, bin emptied & rubbish taken away.

All Taps - (in both toilets) must be checked & properly turned off.

All Lights - and appliances must be switched off (check all rooms).

(36.) On Leaving the Hall.

Please make sure that the entrance door is locked, both keys are back in the key safe, & the combination numbers are jumbled. The key safe cover is then to be closed.

(37.) Definitions, of certain wordings used above).

The hall trustees, trustees, (or we),

also known as committee members. We are responsible for the management of the hall on behalf of the charity.

Within this definition we include the trustee's agents, representatives, employees, or any person appointed by the trustees to assist with management of the hall.

The hirer, hirers, or you,

this refers to the person, persons, club, group, business, or any organisation hiring the hall.

Hall equipment,

this includes cutlery, crockery, chairs, tables, toilet facilities, heating system, kitchen electrical equipment & all other items supplied by the hall trustees or others, for possible use by the hirer.

Event,

this is the hirer's use of the hall. It includes meetings, private parties, trade shows, classes, sales, theatrical events, polling station use, or any other use of the hall by the hirer.

Hire period,

this is the period of time that the hirer or persons attending the hirer's event will occupy the hall.

It includes any additional time (official or unofficial) before or after the hire period that the hirer or persons attending the hirer's event occupy the hall.

Non-profit making clubs, groups & associations. (Not for Profit).

Organisations that do not, & intend not, to make a private profit for any organiser, member, investor, or other person. We define this as a club. Any surplus club funds must be kept separate & in the name of the club. Such funds can only be used for the benefit of the club, or for registered charity donations.

Commercial hirers. (Any operation designed for profit).

This includes any group, class, business, or other organisation, where an owner, partner, organiser, director, investor, or any other person takes, or would wish to take, a profit or other personal financial benefit.

Exton Village Hall (Devon) is the working name for St Andrews Exton Devon.

Registered charity number 1104463. **Address** - Station Road Exton EX3 0PS.

We hope your hire of the hall is a pleasant experience.

The trustees will endeavour to improve the service provided & make improvements as & when finances allow.

If you have any questions or comments, please contact us using the form facility in the Contact/ Find section of our website.

We reserve the right to modify these Terms & Conditions if regulations change, or as & when the trustees deem it necessary.

Last updated on 11th July 2022.

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