

EXTON VILLAGE HALL DEVON
(ST. ANDREWS HALL EXTON, DEVON)
TERMS & CONDITIONS OF HIRE

The following Terms & Conditions of Hire comprise the basis of the contract of hire (referred to in these Terms & Conditions as “*the Hire Contract*”) between:

- (1) **ST. ANDREWS HALL EXTON, DEVON** (whose working title is **Exton Village Hall Devon**), a charitable trust registered by the Charity Commission under registration number 1104463; and
(2) **THE HIRER**

Save as may be specifically stated to the contrary, nothing within these Terms & Conditions should be taken as derogating from or varying the duties, obligations and liabilities of the Trust, the Trustees and the Hirer by virtue of the laws of England and Wales (both common law and any relevant statutes or regulations).

These Terms & Conditions shall be taken as incorporating as appropriate all relevant policies of the Trust (copies of which are available on the website for the Hall and printed copies of which are available at the Hall). The Hirer acknowledges that they have been afforded an opportunity to inspect all of the Trust’s policies and specifically agrees to abide thereby.

IMPORTANT

IF THE HIRER IS IN ANY DOUBT AS TO THE MEANING OF ANYTHING WITHIN THESE TERMS & CONDITIONS, THE TRUST’S POLICIES OR ANY OTHER MATTER RELEVANT TO THE HIRE OF THE HALL, THE BOOKING ADMINISTRATOR SHOULD BE CONSULTED PRIOR TO THE DATE OF THE HIRE

Definitions.

The following definitions are used within these Terms & Conditions:

the Hall- this refers to the premises commonly known as Exton Village Hall (St Andrews Hall Exton, Devon), Station Road, Exton, Exeter, Devon EX3 0PS;

the Trust- this refers to the charitable trust registered at the Charity Commission under registration number 11004463 as St Andrews Hall Exton, Devon (with a working title of Exton Village Hall Devon).

the Trustees- this refers to the trustees of the Trust from time to time and includes any one or more trustees or other person or persons appointed by the trustees (including but not limited to the Booking Administrator) to be responsible for the management and maintenance of the Hall on the Trust's behalf;

the Hirer -- this refers to the person, persons or any other body corporate whatsoever hiring the Hall from the Trust;

the Hire Period- this refers to the period or periods of time during which the Trust agrees to hire the Hall to the Hirer as stipulated in the booking form¹; and

the Hall Equipment- all items of equipment (including, but not limited to, kitchen goods and equipment, chairs, tables, the sound system and projector) that are supplied by the Trust for the benefit of the Hirer.

1. **Supervision**

The Hirer shall, during the Hire Period be responsible to the Trust for: supervision of the Hall, the Hall Equipment; their care, safety from damage (however slight); and the behaviour of all persons using the Hall whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway adjacent to the Hall and proper use of the St Andrew's Church car park. As directed by the Trustees in their absolute discretion, the Hirer shall make good or pay for all damage (including accidental damage) to the Hall and/or to the Hall Equipment.

2. **Use of the Hall**

The Hirer shall not during the Hire Period use the Hall for any purpose other than that described in the booking form and shall not sub-hire or use the Hall or allow the Hall to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the Hall 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 Hall during the Hire Period in contravention of the law relating to gaming, betting and lotteries.

4. **Licences**

If licences are required in respect of any activity in the Hall during the Hire Period (including but not limited to a licence for the sale and purchase of alcohol and/or in respect of

¹ It shall include as appropriate any setting up time agreed by the Booking Administrator with the Hirer prior to the official start of the Hire Period and any clearing up time at the end of the Hire Period.

performance rights), the Hirer should ensure that they hold the relevant licence and produce the same to the Trustees upon reasonable request.

5. Public safety compliance

During the course of the Hire Period, the Hirer shall comply with all conditions and regulations made in respect of the Hall by any regulatory authority (either national or local), particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children.

The Hirer acknowledges that in advance of the Hire Period they understand the following:

- (a) The action to be taken in the event of fire. This includes calling the Fire Brigade and evacuating the Hall.
- (b) The location and use of fire equipment.
- (c) The strict prohibition on any type of smoking (to include the use of e-cigarettes) within the Hall and the importance of asking any person who is found smoking to leave the Hall immediately.
- (d) Escape routes and the need to keep them clear.
- (e) The method of operation of escape door fastenings.
- (f) The appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
- (g) The activation of the flood barriers as and when required at the conclusion of the Hire Period.

In advance of an entertainment or play during the Hire Period, the Hirer shall check the following items:

- (a) That all fire exits are unlocked and that “panic bolts” are in good working order.
- (b) That all escape routes are free of obstruction and can be safely used.
- (c) That any fire doors are not wedged open.
- (d) That exit signs are illuminated.
- (e) That there are no obvious fire hazards in the Hall.

6. Means of escape

- (a) All means of exit from the Hall must be kept free from obstruction and immediately available for instant public exit.

(b) The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole of the time the Hall is occupied (if not operated by an automatic mains failure switching device).

7. Outbreaks of fire

The Fire Brigade shall be called to any outbreak of fire during the Hire Period, however minor, and details of such fire shall be given immediately to the Trustees.

8. Health and hygiene

The Hirer shall, if preparing, serving or selling food during the Hire Period, observe all relevant food health and hygiene legislation and regulations. In particular, dairy products, vegetables and meat must be refrigerated and stored in compliance with the Food Temperature Regulations.

9. Electrical appliance safety

The Hirer shall during the Hire Period ensure that any electrical appliances brought by them to the Hall and used there are safe, in good working order and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided, the Hirer must make use of it in the interests of public safety. The Hall is provided with a refrigerator but not with a thermometer.

10. Indemnity and insurance

(a) The Hirer shall indemnify and keep indemnified the Trust and/or Trustees and/or any employee, volunteer, agent or other invitee involved in the management of the Hall against:

(i) the cost of repair of any damage done (including total destruction) to any part of the Hall and/ or the Hall Equipment;

(ii) all claims, losses, damages and costs in respect of damage or loss of property or injury to persons arising as a result of the use of the Hall (including the storage of equipment) by the Hirer during the Hire Period; and

(iii) all claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to any third party, in particular owners of property near or adjacent to the Hall as a result of the use of the Hall by the Hirer.

(b) The Hirer shall for the period of the Hire Period take out or alternatively ensure that they maintain adequate insurance cover to insure the Hirer and members of the Hirer's organisation and any invitees against the Hirer's liability under paragraph 10(a) and all claims arising as a result of the hire and on demand shall produce the policy and current receipt or other evidence of cover to the Trustees. Failure to produce such policy and evidence of cover will render the hiring void and entitle the Trustees to rehire the Hall to another hirer.

The Trustees are insured in respect of any claim or claims in respect of death, injury, loss or damage by any third party/members of the public arising out of the Trust's, the

Trustees', their employees' or agents' own negligence in the operation and management of the Hall. Any liability which the Trust and/or the Trustees may have shall in no circumstances exceed the maximum amount of cover available under any relevant insurance policy

11. Accidents and dangerous occurrences

The Hirer must report all accidents involving injury to the public during the course of the Hire Period to the Trustees as soon as possible and complete the relevant section in the Hall's accident book. Any failure of equipment belonging to the Hall or brought in by the Hirer during the Hire Period 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. The Trustees will provide reasonable assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

12. Explosives and flammable substances

The Hirer shall ensure that highly flammable substances are not brought into, or used in any part of, the Hall during the Hire Period and that no internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Trustees. No decorations are to be put up near light fittings or heaters.

13. Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used in the Hall when open to the public without the consent of the Trustees. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

14. Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall take all reasonable measures to ensure that in order to avoid disturbing neighbouring properties to the Hall and so as avoid violent or criminal behaviour in or adjacent to the Hall during the course of the Hire Period, care shall be taken to prevent excessive consumption of alcohol. **Drunk and disorderly behaviour shall not be permitted either in the Hall or in its immediate vicinity.** Alcohol shall not be served to any person 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 way should be asked to leave the Hall and not to return by the Hirer, its employees or agents immediately. No illegal drugs may be brought into the Hall.

Any breach of this clause 14 shall result in the Trustees in their absolute discretion refusing to allow the Hirer the hire of the Hall on a subsequent occasion.

15. Animals

The Hirer shall ensure that during the Hire Period no animals (including birds) except guide dogs are brought into the Hall, other than for any special event agreed by the Trustees. No animals whatsoever are to enter the kitchen area at any time.

16. Compliance with the Children Acts 1989 and 2004 and other legislation for the protection of children and other vulnerable persons

The Hirer shall ensure that any activities for children or other vulnerable persons during the Hire Period comply with the provisions of the Children Acts 1989 and 2004 and other subsequent legislation. When working with children, the statutory guidance Working Together to Safeguarding Children 2015 shall be followed. The Hirer shall provide the Trustees with a copy of their Child Protection and Safeguarding Policy and evidence of relevant checks under the Disclosure and Barring Service (DBS) on request. All reasonable steps must be taken to prevent harm and to respond appropriately when harm does occur. Relevant concerns must be reported.

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 Hall, and shall indemnify and keep indemnified the Trust and 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

The Hirer shall, if selling goods during the course of the Hire Period, comply with all relevant fair trading and consumer protection legislation and any code of practice applying 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 Hirer's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

19. Cancellation

If the Hirer wishes to cancel the booking before the start date of the Hire Period and the Trustees are unable to conclude a replacement booking, the question of the payment or the repayment of the hire fee shall be **at the sole discretion of the Trustees**. The Trustees reserve the right in their sole discretion to cancel any hiring by written notice to the Hirer in the event of:

(a) the Hall being required for use as a Polling Station for a Parliamentary or Local Government or Police and Crime Commissioner election or by-election or for a meeting organised by or on behalf of any Local Authority (including but not limited to Woodbury Parish Council, East Devon District Council and Devon County Council);

(b) the Trustees reasonably concluding 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 Hall as a result of the hiring;

(c) the Hall becoming unfit for the use intended by the Hirer; or

(d) an emergency requiring use of the Hall as a shelter for the victims of flooding, snowstorm, fire, explosion, pandemic or those at risk of these or similar emergencies.

In any such case, the Hirer shall be entitled to a refund of any deposit already paid, but the Trust and Trustees shall not be liable to the Hirer for any resulting direct or indirect loss or damages arising as a result of or in connection with such cancellation.

At the discretion of the Trustees, if any organisation wishes a Hire Period to extend for all or part of one week continuously, all other regular bookings will so far as possible be given no less than 2 months' notice of the cancellation of their respective bookings during the period affected. **The Trustees shall in these circumstances not be liable to any Hirer for any resulting direct or indirect loss or damages arising as a result of or in connection with such cancellation.**

20. End of the Hire Period

At the end of the Hire Period, the Hirer shall be responsible for leaving the Hall and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise by the Trustees. In particular, the Hirer must check all lights, taps, windows, heaters and cooking equipment. Any contents temporarily removed from their usual positions must be properly replaced. The Hirer must in particular comply with the following at the end of the Hire Period:

- (a) Chairs and tables should be stored in accordance with the written instructions provided;
- (b) All rooms including toilets must be left clean i.e. swept and any spillage wet-mopped up;
- (c) Bins in toilets should be emptied and mops, brooms and buckets left clean. Refuse should be removed from the Hall (as the Hall has no refuse collection);
- (d) Any crockery and cutlery which is used should be washed and dried (either by hand or using the dishwasher provided²) and returned to the place where they are stored; and
- (e) The main doors (and the fire door if it is used) should be locked shut. The key to the main doors should be returned to the key safe. The key safe should be secured and the combination numbers jumbled

If this clause 20 is not complied with, the Trustees shall be at liberty to make an additional charge in respect of any resulting costs.

21. Noise

The Hirer shall ensure that during the Hire Period the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment, make use of any noise limitation device provided at the Hall and comply with any other licensing condition for the Hall.

22. Stored equipment

The Trustees accept no responsibility for any stored equipment or other property brought on to or left at the Hall during the course of the Hire Period or following its conclusion and all liability for loss or damage is hereby excluded. All equipment and other property (other

² Use of the dishwasher is included within the hire but the Hirer should provide their own dishwasher tablet(s).

than Hall Equipment) must be removed at the end of each Hire Period or fees will be charged for each day or part of a day at the hire fee per hiring until such item is removed.

In the event of failure by the Hirer to remove any property within 7 days following the Hire Period, or, for regular Hirers, within 7 days of being given notice by the Trustees to remove any property, the Trustees shall in their absolute discretion be entitled to dispose of any such items by sale or otherwise on such terms and conditions as they think fit and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

23. No alterations

No alterations or additions may be made to the Hall nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the Hall without the prior written approval of the Trustees. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Trustees remain in the Hall at the end of the Hire Period. It will become the property of the Trust unless removed by the Hirer who must make good to the satisfaction of the Trustees any damage caused to the Hall by such removal.

24. No rights of tenure or occupation

The contract of hire constitutes permission (a contractual licence) to use the Hall during the Hire Period and confers no tenancy or other right of occupation whatsoever on the Hirer.

Approved by the Trustees and to take immediate effect from 24 April 2024.