



DUNSTON VILLAGE HALL

SCHOOL LANE, DUNSTON, STAFFORD. ST18 9AG

www.dunstonvh.com

Registered Charity No. 1046996

Company Registration No. 07874085

OCCASIONAL USER AGREEMENT

This agreement is issued between **DUNSTON VILLAGE HALL LIMITED** and **THE USER**. For the purpose of this agreement the term USER shall mean any individual USER, or where the USER is an organisation, the Authorised Representative. The Letters DVHL shall refer to Dunston Village Hall Limited trading as Dunston Village Hall.

GENERAL CONDITIONS (Part 1)

A. THE USER

The User will, during the period of the hire of the hall will be responsible for:

- The supervision of the premises
- The care of the fabric and the building's fixtures and fittings and any other contents therein.
- The care, safety from damage, however slight; or change of any sort to that detailed above.
- The behaviour of all persons using the premises in whatever capacity.
- The USER is also responsible for the proper supervision of car parking arrangements to prevent obstruction in School Lane and Church Close; and to avoid nuisances to local residents.

B. THE PREMISES

The USER shall not use the premises for any purpose other than that described in the Hire Agreement. He/She shall not sub-hire the premises or use or allow the premises to be used for any unlawful purpose, or in any unlawful way, nor do anything or bring onto the premises anything that may endanger the same or render invalid any insurance policies in respect thereof.

C. LICENCES

The Village Hall does not hold a Liquor Licence; and therefore USERS would need to make their own arrangements. If alcoholic drinks are to be sold or if alcohol forms part of any tombola/raffle or similar prize, The USER **must** be in possession of a valid and appropriate liquor licence.

(The Village Hall holds a Public Entertainment Licence. The special conditions required to comply with this licence are set out in Part 3 of this Agreement)

D. GAMING, BETTING & LOTTERIES

The USER shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

E. HEALTH & HYGIENE

The USER shall if preparing, serving or selling food, observe all relevant food and hygiene legislation and regulations.

F. ELECTRICAL APPLIANCE SAFETY

The USER shall ensure that any electrical appliances brought into the village hall and used therein shall be safe, in good working order and used in a safe manner.

G. INDEMINITY

The USER shall indemnify the Village Hall Committee for the cost of replacement or repair to any damage done to any part of the property, including the contents of the building. If requested by DVHL, a deposit shall be paid by the USER. The deposit would then be returned when the DVHL are satisfied that the premises are left clean and tidy and without any damage, theft or breakages having been caused during the period of hire, or as a result of the hiring.

The USER shall be responsible for making arrangements to insure against any THIRD PARTY RISKS that may be occasioned by the USER.

H. ACCIDENTS & DANGEROUS OCCURENCES

The USER **MUST** report all accidents involving injury to the public, to a Member of the Management Committee of the Dunston village Hall as soon as possible after the event, but in any case within 48 hours of the occurrence. Any failure of equipment owned by the Village Hall must be reported as soon as possible.

I. ANIMALS

The USER shall ensure that no animals or birds, (except guide dogs) are brought into the Village Hall, other than for a special event that has the prior agreement of the Management Committee. Under NO Circumstances are animals or birds allowed to enter the kitchen area.

J. COMPLIANCE WITH "THE CHILDREN ACT"

The USER shall ensure that all activities for children under 8 years, comply with the provisions of "The Children Act 1989) and that only fit and proper persons have access to the children.

K FLY POSTING

The USERS shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the Village Hall and shall indemnify the Trustees and Directors accordingly against ALL actions, claims or proceedings arising from any breach of this condition.

L SALE OF GOODS

The USER shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, The USER shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organisers name and address, and that any discounts offered are based only on Manufacturers Recommended Retail prices.

M SAFETY

In the event of a fire, the Village Hall should be evacuated in an orderly manner using the designated fire exits. The exact location of fire/emergency exits and fire extinguishers must be noted and familiarised before the Village Hall is occupied, and the manner of operation of the exits should be made known to all users.

N. SMOKING POLICY

The Village Hall has a strict NO SMOKING policy. Should persons attending the village Hall wish to smoke - then this must be done outside of the building and any cigarette/cigar stubs should be extinguished and disposed of in the bins provided.

SPECIAL CONDITIONS (Part 2)

A. CANCELLATION

If the USER wishes to cancel their booking before the date of the event and the DVHL is unable to conclude a replacement booking, the question of payment or the repayment of any fees paid shall be at the total discretion of the Management Committee of the Village Hall Committee.

DVHL reserves the right to cancel any booking in the event of the Village Hall being used as a Polling Station for a Parliamentary or Local Government election or bye election, or in cases where the Village Hall is required for a 'SPECIAL LOCAL EVENT' such as funeral wakes for local residents which are necessarily arranged at short notice. In these cases the USER will be given sufficient notice of the cancellation and not less than SEVEN DAYS notice; and the USER will be given a FULL refund of any deposits already paid.

B. REFUSAL OF BOOKING

The Management Committee of the Village Hall and or Directors of DVHL reserves the right to refuse a booking without notice, or to cancel this agreement at any time either before or during the term of the agreement upon giving SEVEN days notice in writing to the USER. The USER shall be entitled under such notice to re-imbusement of any such monies paid including any deposits or proportion of the same as have been paid and not required to make any further payment to DVHL.

C. NOISE

The Village Hall is situated in a quiet residential location and the USER shall ensure that guests leave the premises quietly respecting the privacy of neighbouring households.

SPECIAL CONDITIONS OF HIRE TO COMPLY WITH ENTERTAINMENTS LICENCE

(Part 3)

These conditions apply to those that are hiring the Village Hall for the purpose of admitting the general public:

(a) The USER not being a person under the age of 18 Years of age, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and ensuring that all Special Conditions are adhered to and met.

(b) The USER acknowledges that he/she is aware of the following:

- The action to be taken in the event of a fire - this includes calling the Fire Brigade and the safe evacuation of the Village Hall and other rooms.*
- The location and use of fire equipment.*
- Escape routes and the need to keep all emergency exits clear.*
- How to operate the escape door fastenings.*
- Appreciation of the importance of fire doors and of closing all fire doors at an instance of a fire.*

(c) The USER, in advance of the entertainment shall check the following items:

- That all fire exits are unlocked and panic bolts in good working order.*
- That all escape routes are free of obstruction and can be safely used.*
- That fire doors are not wedged open.*
- That all exit signs are illuminated and that there are not obvious fire hazards on the premises.*

(d) ATTENDANTS

There shall be, in addition to the USER, a minimum of THREE competent attendants on duty at the premises to assist persons attending and leaving, none of whom shall be less than 18 years of age. If most attenders are under 16 years additional attendants are required. All persons on duty shall have been instructed as to their essential responsibilities in the event of a fire or other emergency, including special attention to disabled persons, the location and use of fire fighting equipment, how to call the fire brigade and know the exact location of the premises, and evacuation procedure.

(e) NUMBER ADMITTED

The number of persons on the premises shall not exceed the numbers permitted under the entertainment/premises Licence.

CONCLUSION OF HIRE (Part 4)

A PENALTY

The USER shall be responsible for the leaving the premises and surrounding are in a clean and tidy condition - including the collection of litter, if appropriate, and disposing of this in the bins provided. The premises must be locked and secured unless directed otherwise. Any contents that are temporarily removed from their usual positions within the Village Hall shall be replaced properly. In the event that this is not adhered to, the DVHL or its Management Committee reserve the right to make an additional charge at their sole discretion.

B CLEANING

The USER must leave the Village Hall in a clean and tidy condition in readiness for the next User. Failure to do this will result in the Management Committee making an additional charge to cover the cost of professional cleaners being employed.

COMMENTS (Part 5)

The Trustees/Management Committee welcome any comments or observations that you may have regarding your hire of Dunston Village Hall and these should be addressed to the Chairman at the address at the head of this document.

The Trustees and Management Committee are committed to ensuring that your hire of the Village Hall at Dunston is a pleasant occasion and furthermore you will use the facilities again in the future.