Standard Conditions of Hire for Village Hall & Recreation facilities

By confirming your booking by email, letter or in person, or by booking online, you acknowledge that you have read, understood and agree to all the conditions listed and you are entering into a contract that could be used in evidence should legal action become necessary.

If you are in any doubt as to the meaning of any of the Conditions, you must seek clarification from us without delay.

The Hirer

The hirer, not being a person under 18 years of age, hereby accepts responsibility for always overseeing and on the premises when the public are present and for ensuring that all Standard Conditions under this Agreement relating to management and supervision of the premises are met.

Where an organisation is named, that organisation shall also be considered the hirer and shall be jointly liable with the person who signed the contract.

Supervision

During the period of the hiring, you are responsible for:

1. (i) supervision of the premises, the fabric and the contents.
2. (ii) care of the premises, safety from damage however slight or change of any sort; and

   (iii) the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangement to avoid obstruction of the highway.

   As directed by us, you must 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.

Use of premises

You must not use the premises (including the car park) for any purpose other than that described in the Agreement and must not sub-hire or use the premises or allow the premises to be used for any unlawful or unsuitable purpose or in any unlawful way nor do anything or bring on to the premises anything which might endanger the premises or render invalid any insurance policies covering the premises nor allow the consumption of alcohol without our written permission.

Insurance and indemnity

(i) You are liable for:

(a) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including its curtilage or its contents

(b) the cost of repair of any damage (including accidental and malicious damage) done to our WIFI service

(c) all claims, losses, damages and costs made against or incurred by us, our employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising because of your use of the premises (including the storage of equipment) and your use of our WIFI service and

d) all claims, losses, damages and costs made against or incurred by us because of any nuisance caused to a third party because of your use of the premises and/or the use of our WIFI service and subject to sub-clause (ii), you must indemnify us against such liabilities.

(ii) We will take out adequate insurance to ensure the liabilities described in sub-clauses (i)(a) and (b) above and may, in our discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (i)(c) and (d) above. We will claim on our insurance for any liability you incur but you must indemnify us against:

1. (a) any insurance excess incurred and

2. (b) the difference between the amount of the liability and the monies we receive under the Insurance Policy.

(iii) Where we do not insure the liabilities described in sub-clauses (i)(c) and (d) above, you must take out adequate insurance to insure such liability and on demand must produce the policy and current receipt or other evidence of cover. If you fail to produce such policy and evidence of cover, we will cancel this Agreement and re-hire the premises to another hirer.

We are insured against any claims arising out of our own negligence.

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Bouncy Castles - the Hall's Public Liability insurance specifically excludes cover for the use of Bouncy Castles "we will not provide indemnity in respect of events, activities and exhibitions involving bouncy castles and other inflatable devices". You MUST supply evidence of the Insurance held by the Bouncy Castle company to ensure you are covered.

Gaming, betting and lotteries

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

Music Copyright licensing

You must ensure that we hold relevant licences under Performing Right

Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, you must hold such licence(s).

Music

You must have our written permission for performance of live music and the playing of recorded music under the Deregulation Act 2015. This Agreement confers that permission.

Film

You must restrict children from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. You must ensure that you have the appropriate copyright licences for film. This Agreement confers the required permission on you. (The Deregulation Act 2015 requires you to have our written permission to show a film).

Safeguarding children, young people and vulnerable adults

You must ensure that any activities for children, young people and other vulnerable adults are only provided by fit and proper persons in accordance with the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, you must provide us with a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS).

See our Safeguarding policy

Public safety compliance

You must comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and our 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. You must also comply with our health and safety policy.

You must call the Fire Service to any outbreak of fire, however slight, and give us details.

(i) You acknowledge that you have received instruction in the following matters:

• The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.

- The location and use of fire equipment.
- Escape routes and the need to keep them clear.

- Method of operation of escape door fastenings.
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
- Location of the first aid box.

(ii) In advance of any activity whether regulated entertainment or not you must check the following items:

- That all fire exits are unlocked.
- That all escape routes are free of obstruction and can be safely used for instant free public exit.
- That any fire doors are not wedged open.
- That exit signs are illuminated.
- That there are no fire-hazards on the premises.
- That emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the premises are occupied. (if not operated by an automatic mains failure switching device)

See our Health and Safety policy

Breakages and Damage. The Hirer is responsible for all damage to the building, equipment, furniture, and property in the building & grounds occurring during the period of the hiring or while persons are entering or leaving the building pursuant to the hire. The Hirer will be responsible for replacement 'as new' of any equipment, furniture, or property and for the full cost of making good any damage to the building, fixtures, and fittings.

Noise

You must ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning.

. **Drunk and disorderly behaviour and supply of illegal drugs**

You must ensure that to avoid disturbing neighbours of the hall and avoid violent or criminal behaviour:

(i) no one attending the event consumes excessive amounts of alcohol (ii) no illegal drugs are brought onto the premises.

Drunk and disorderly behaviour is not permitted either on the premises or in its immediate vicinity. We will ask any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way to leave the premises in accordance with the Licensing Act 2003.

Food, health and hygiene

You must, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. 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 and thermometer.

We do not hold a Food Hygiene rating.

See our Health and Safety policy

Electrical appliance safety

You must ensure that any electrical appliances brought by you to the premises 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 you must make use of it in the interests of public safety.

Stored equipment

We accept 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 we will charge fees each day or part of a day at the hire fee per hiring until the same is removed.

We may, in our discretion, dispose of any items referred to below by sale or otherwise on such terms and conditions as we think fit and charge you any costs we incur in storing and selling or otherwise disposing of the same, in any of the following circumstances:

(ii) your failure to dispose of any property brought on to the premises for the purposes of the hiring.

Smoking

You must comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. We will ask any person who breaches this provision to leave the premises. You must ensure that anyone wishing to smoke does so outside, away from the entrance doors and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

Accidents and dangerous occurrences

You must report to us as soon as possible any failure of our equipment or equipment brought in by you. You must report all accidents involving injury to the public to us as soon as possible and complete the relevant section in our accident book. You must report certain types of accident or injury on a special online form to the Incident Contact Centre. We will give assistance in completing this form and can provide contact details of the Incident Contact Centre. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

1. Explosives and flammable substances

You must ensure that:

- Highly flammable substances are not brought into or used in any part of the premises.
- No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are erected without our consent.

Heating

No additional heating appliances whatsoever, should be brought into, or used on the premises. We have overhead heating for the sports hall at a cost of £1 for half an hour.

Animals

No animals or birds or any kind, except Guide dogs, Hearing dogs and assistance dogs are allowed on the premises.

Fly posting

You must not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises and must indemnify and keep indemnified to us accordingly against all actions, claims and proceedings arising from any breach of this Condition. If you fail to observe this Condition you may be prosecuted by the local authority.

Sale of goods

You must, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. You must ensure that the total prices of all goods and services are prominently displayed, as must be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

WIFI Services

When using the WIFI service you always agree to be bound by the following provisions:

(i) not to use the WIFI service for any of the following purposes:

(a) disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws.

(b) transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice;

(c) interfering with any other persons use or enjoyment of the WIFI service; or

(d) making, transmitting or storing electronic copies of material protected by copyright without permission of the owner.

(ii) to keep any username, password, or any other information which forms part of the WIFI service security procedure confidential and not to disclose it to any third party.

Termination of the WIFI service

We have the right to suspend or terminate our WIFI service immediately if there is any breach of any of the provisions of these Standard Conditions including without limitation:

(i) if you use any equipment which is defective or illegal.
(ii) if you cause any technical or other problems to our WIFI service:
(iii) If in our opinion, you are involved in fraudulent or unauthorised use of our WIFI service.
(iv) If you resell access to our WIFI service; or
(v) If you use our WIFI service in contravention of the terms of these Standard Conditions.

Availability of WIFI Services

(i) Although we aim to offer the best WIFI service possible, we make no promise that the WIFI service will meet your requirements. We cannot guarantee that our WIFI service will always be fault-free or accessible.

(ii) It is your responsibility to ensure that any WIFI enabled device used by you is compatible with our WIFI service and is switched on. The availability and performance of our WIFI service is subject to all memory, storage and any other limitations in your device. Our WIFI service is only available to your device when it is within the operating range of the main hall.

(iii) We are not responsible for data, messages, or pages that you may lose or that become misdirected because of the interruptions or performance issues with our WIFI service or wireless communications networks generally. We may impose usage, or service limits, suspend service, or block certain

kinds of usage in our sole discretion, to protect other users of our WIFI service. Network speed is no indication of the speed at which your WIFI enabled device or our WIFI service sends or receives data. Actual network speed will vary based on configuration, compression and network congestion.

Privacy and Data Protection

(i) We may collect and store personal data through your use of our WIFI service and our Hallmaster Booking system.

(ii) We may process all information about you which is provided in relation to our WIFI service in accordance with your legal rights under the Data Protection Act 2018 and solely for the purposes of offering the WIFI service.

(iii)By using our WIFI service, you agree to the terms of this clause 26. If you would like more information or object to anything in these conditions, you should speak to our Booking Manager. When using the WIFI service the hirer always agrees to be bound by the following provisions:

(a) Not to use the WIFI service for any of the following purposes:
- (i) Disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;
- (ii) Transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice.
- (iii) Interfering with any other persons use or enjoyment of the WIFI service; and
- (iv) Making, transmitting or storing electronic copies of material protected by copyright without permission of the owner

(b) To keep any username, password or any other information which forms part of the WIFI service security procedure confidential and not to disclose it to any third party

See our privacy policy

Payment:

Regular Commercial & Private Hires (from 6 recurring bookings per year):

The following options will be available:

You will be invoiced monthly and full payment will be required within 7 days of the invoice date either by bank transfer or make payments via stripe. Please ensure that the invoice number is used as a reference when making payment. Please note, we reserve the right to cancel all upcoming bookings if payment is not received within 7 days of the invoice date.

One-off Private or Commercial Hires: Full payment is due within 7 days of receiving the invoice. Please use the invoice number as a reference. For bookings made within 4 weeks of the event date, payment must be made within 24 hours to secure the booking. These payments will be non-refundable.

Cancellation Policy:

A minimum of 48 hours' notice is required for cancellations prior to the event date. If a booking is cancelled within 24 hours of the event, the full hire charge will apply.

We reserve the right to cancel this Agreement by giving you written notice in the event of:

- The premises being required for use as Polling Station for a parliamentary or local government election or by-election;

- When the hall is booked for a whole week for a Theatrical production.

- For our reasons considering the following that
- (a) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or
- (b) unlawful or unsuitable activities will take place at the premises as a result of this hiring.
- the premises becoming unfit for your intended use.
- 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 you will be entitled to a refund of any monies already paid for hire of the hall, but we will not be liable to you for any direct or indirect loss or damages whatsoever.

End of hire

You are responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise we may make an additional charge.

No alterations

You must not make any alterations or additions to the premises nor install or attach any fixtures or placards, decorations or other articles in any way to any part of the premises without our prior written approval. In our discretion, any alteration, fixture or fitting or attachment which we have approved may remain in the premises at the end of the hiring. Such items will become our property unless you remove them, and you must make good to our satisfaction any damage you cause to the premises by such removal.

No rights

This Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on you.

These Standard Conditions of Hire form part of a Model Hiring Agreement provided for Village Halls by ACRE (Action with Communities in Rural England).