

Belton Village Hall - Standard Terms and Conditions of Hire

These standard conditions apply to all Belton Village Hall bookings. If the Hirer is in any doubt as to the meaning of the following, the Booking Secretary should immediately be consulted.

1. Supervision

The Hirer agrees with the Village Hall Committee that they or an authorised representative will be present during the hiring and to comply fully with this Hire Agreement. **The hirer must be over 25 years of age and be in attendance throughout the duration of the booking.** In addition, there must be **at least three** competent individuals (as agreed with the booking secretary) throughout the duration of the booking. The Hirer shall, during the period of the hiring, be responsible for: 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, including proper supervision of car parking arrangements so as to avoid obstruction of the highway.

As directed by the Booking Secretary, 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.

2. Payment Terms and booking procedure

The booking procedure is as follows

1. Read the documents: Facilities, Hire Charges and Standard Terms and Conditions.
2. Go to the calendar page. Check availability. Click on New Booking and fill in the form to request a booking at your chosen time and date.
3. Once availability is **APPROVED** by the booking secretary, you will shortly receive an invoice for the full price of the booking.
4. The invoice will state how to make payment and will include the bank details. Please note that we only accept payment by on line or BACS transfer
5. When we have received your payment in full, your booking is **CONFIRMED**.

3. Use of Premises

The premises are defined as the whole area and facilities within the boundary of Belton Village Hall. This includes; the car park, entrance hall, main hall, stage area, kitchen, toilets, PA Equipment and bar area. The Hirer shall not use the premises for any purpose other than that described in the Hiring Agreement and shall not sub-hire or use the premises 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 which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission. **No drones to be flown around the village hall premises. No naked flames or candles other than birthday or celebratory cakes.**

Some events, such as parties, dances, full day, and full evening events **may** be subject to a £200 booking deposit. This deposit will be returned at the discretion of the Bookings Secretary, in part or in full, subject to the condition in which the premises are left.

It is the hirers responsibility to bring tea towels as these are not provided .

4. End of Hire

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition as found with any contents temporarily removed from their usual positions to be properly replaced unless directed or agreed otherwise. All lights must be turned off and all doors properly locked and secured. In the event of failure to meet these conditions, the Village Hall Committee shall be at liberty to make an additional charge.

Please note you are responsible for the removal of all your rubbish at the end of the hire. Rubbish should be taken home and not placed outside in the bins as these are not available for hirers to use

5. 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.

6. Licences

The Village Hall is licensed for the following activities:

- (a) The provision of regulated entertainment – live or recorded music and anything of a similar description.
- (b) The provision of entertainment facilities – making music, dancing and entertainment of a similar description.
- (c) The provision of late-night refreshments.

If other licences are required in respect of any activity in the Village Hall the Hirer should ensure that they obtain/hold the relevant licence. To order this, please visit this site https://www.nwleics.gov.uk/pages/online_form_temporary_event_notice

If a bar is required, this must be advised at the time of booking. Please note that if you are selling alcohol then a temporary event licence is required.

7. Health and Hygiene

The Village Hall is a **'No Smoking'** premise. Smoking or Vaping is prohibited in any part of the building.

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.

8. Electrical Appliance Safety

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be 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.

9. Public Safety Compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority and the Licensing Authority or otherwise, particularly in connection with any event that constitutes regulated entertainment, at which alcohol is sold or provided or which children attend.

- (a) The Hirer acknowledges that they have received information on 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.
- (b) The Hirer shall, in advance of any entertainment, meeting or function, check the following :
- 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 any fire doors are not wedged open.
 - That exit signs are illuminated.
 - That there are no obvious fire hazards on the premises.

10. Means of Escape

- (a) All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.
- (b) The emergency lighting supply is illuminated

11. Outbreaks of Fire

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Booking Secretary of the Village Hall committee.

12. Liability and Insurance

- (a) The Hirer shall be liable for (a) the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises (b) 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 premises (including the storage of equipment) by the Hirer, and (c) all claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer.
- (b) Regular User Groups shall take out adequate insurance to insure the Hirer and members of the Hirer's organisation and 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 Booking Secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the Booking Secretary to rehire the premises to another Hirer.

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

13. Accidents and Dangerous Occurrences

The Hirer **must** report all accidents involving injury to any member of the public to the Village Hall committee **as soon as possible** and complete the relevant section in the Village Hall's accident book **located in the kitchen**.

Any failure of equipment belonging to the Village Hall or brought in by the Hirer 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 Booking Secretary will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

14. Explosives and Flammable Substances

The Hirer shall ensure that:

- (a) Highly flammable substances are not brought into, or used in any part of the premises.
- (b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the management committee.
- (c) No decorations are to be put up near light fittings or heaters.
- (d) No naked flames are allowed. (see point 3 above)

15. Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the management committee.

Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

16. Drunk and Disorderly Behaviour and Supply of Illegal Drugs

The Hirer shall ensure that in order to avoid disturbing neighbours to the hall and avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol.

Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk or 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 shall be asked to leave the premises.

No illegal drugs may be brought onto the premises.

17. WiFi Services

When using the WiFi service you agree at all times to be bound by the following provisions:

(i) not to use the WiFi service for any for 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.

18. Animals

The Hirer shall ensure that no animals (including birds) except guide dogs and assistance dogs are brought into the premises, other than for a special event agreed to by the Village Hall Committee. No animals whatsoever are to enter the kitchen at any time.

19. 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).

20. 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 Village Hall's committee 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

21. Sale of Goods

The Hirer 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 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.

22. Cancellation

If THE HIRER wishes to cancel the booking more than 28 days before the date of your booking – **you will receive a full refund.**

If you cancel more than 14 days before the date of your booking and up to 28 days before the date of your booking – **you will receive a refund of 50% of your booking charge**

If you cancel 14 days or less before the date of your booking – **you will not receive any refund**

The Village Hall Committee reserves the right to cancel this hiring by written notice to the Hirer in the event of:

(a) The premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election

(b) The Village Hall committee 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

(c) The premises becoming unfit for the use intended by the Hirer

(d) 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 refund of any hire fee already paid, but the Village Hall Committee shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

23. Cancellation due to non-payment

As stated in Clause 2 above, payment is due in full to confirm a booking. Should we not receive payment for a booking by 30 days from the date of the booking invoice, then we will assume that the booking is no longer required and the booking will be cancelled by us and this will be confirmed by cancellation email.

We will send payment reminders in a timely manner via Protonmail to which you can reply if you need to discuss any bookings. Please ensure that you add beltonvillagehall@protonmail.com to your safe senders so that you ensure that you can receive these emails.

24. Noise

The Hirer shall ensure that the minimum amount 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, be considerate of neighbours and comply with any other licensing condition for the premises.

25. Stored Equipment

Equipment may not be stored on the premises without prior permission.

The Village Hall committee 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 as permitted) must be removed at the end of each hiring or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

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 7 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 7 days after the hiring

The Village Hall Committee may, in its discretion 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 or selling or otherwise disposing of the same.

26. No Alterations

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 Village Hall Committee. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Village Hall Committee remain in the premises at the end of the hiring. It will become the property of the Village Hall Committee unless removed by the Hirer who must make good to the satisfaction of the hall or, if any damage caused to the premises by such removal.

27. No Rights

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

28. Privacy Notice

We will always use your data within the law

1. We will never pass your data to another organisation without your agreement
2. We will only contact you on official Village Hall management business

If you have any questions, please email us at beltonvillagehall@protonmail.com

Data Collection

Why do we collect your information? We only collect personal information required for the administration and booking of your use of the village hall. On application for a booking we collect and store the following personal data;

- Name
- Email address
- Postal address
- Contact number
- Session cookie in your browser

Data Retention We will retain all the information listed above for the duration of your custom with us and any additional period required for regulatory and reporting purposes. You can request to view and delete the information we hold on you at any time.

Data Updates On a periodic basis we may ask you to let us know if any of your personal data has changed. You can also proactively notify us by email.

Sharing Data We will never share your data unless required by law or with your express permission in advance.