Bury Village Hall Standard Conditions of Hire

(Revision published October 2026)

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

1. Age

You, not being a person under 18 years of age, hereby accept responsibility for being in charge of and on the premises at all times 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.

2. Supervision

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

I. supervision of the premises, the fabric and the contents;

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 arrangements so as 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.

3. 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.

4. Insurance and indemnity

I. Commercial hirers 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 the Council's WiFi service (if any)

c. all claims, losses, damages and costs made against or incurred by the Council, its employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of your use of the premises (including the storage of equipment) and your use of the WiFi service (if any), and

d. all claims, losses, damages and costs made against or incurred by the Council as a result of any nuisance caused to a third party as a result of your use of the premises and/or the use of the WiFi service (if any)

II. In the case of non-commercial hirers, the Council will take out adequate insurance to insure the liabilities described in sub-clauses (I) a, b, c and d.

III. Where the Council does not insure the liabilities described in sub-clauses (i), 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 to the Village Hall Manager. If you fail to produce such policy and

IV. evidence of cover, the Council will cancel this Agreement and may re-hire the premises to another hirer. 1

V. A commercial hirer means an organisation or individual who wishes to run activities at the village hall with the expressed intent of running them for profit and gain.

VI. The Council is insured against any claims arising out of its own negligence.

5. 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.

6. 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).

7. 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.

8. 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.

9. Sale and Provision of Alcohol

The Hirer shall not sell alcohol on the premises unless authorised by the Village Hall Management Committee and covered either by the hall's existing Premises Licence or a valid Temporary Event Notice (TEN) secured by the Hirer. "Selling alcohol" includes charging for drinks directly, including alcohol within an entrance/ticket price, or supplying free alcohol at a ticketed/paid-entry event. A copy of any TEN must be submitted to the Parish Council clerk for written approval at least 7 days prior to the event. The Hirer is responsible for ensuring strict compliance with the Licensing Act 2003, including the prevention of underage sales (no-one under 18) and the avoidance of drunk and disorderly behaviour. A named individual must take full responsibility for upholding licensing laws during the event and hold a personal licence. All bar operations and alcohol consumption must end

by 11pm, and the premises must be cleared in accordance with the standard closing time.

10 . 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).

11. 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 details to our Village Hall Manager.

I. You acknowledge that you have received information in the following matters:

- The action to be taken in event of fire. This includes calling the Fire Service 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 and panic bolts are in good working order.
- That all escape routes are free of obstruction and can be safely used for instant free public exit.
- That no fire doors are wedged open.
- That exit signs are illuminated.
- That there are no fire-hazards on the premises.

12. Noise

You must ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. You must, if using sound amplification equipment, comply with any other licensing condition for the premises.

13. Drunk and disorderly behaviour and supply of illegal drugs

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

- no one attending the event consumes excessive amounts of alcohol
- 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.

14. Food, health and hygiene

You must, 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. The premises are provided with a refrigerator and thermometer.

15. 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.

16. 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, at our discretion, dispose of any items referred to below by sale or otherwise on such your 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:

I. Your failure to pay any charges in respect of stored equipment due and payable or to remove the same within seven days after the agreed storage period has ended

II. your failure to dispose of any property brought on to the premises for the purposes of the hiring.

17. 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 and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

18. 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 located in the main foyer. You must report certain types of accident or injury on a special form to the HSE Incident Contact Centre. Our Village Hall Manager 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).

19. 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.

20. Heating

You must ensure that no unauthorised heating appliances are used on the premises when open to the public without our consent. You must not use portable liquefied propane gas (LPG) heating appliances.

21. Animals

You must ensure that Guide dogs, Hearing dogs and assistance dog owners are allowed on the premises.

22. 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 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.

23. 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. In particular, 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.

24. 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 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:

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.

25. Termination of the WiFi service

We have the right to suspend or terminate our WiFi service immediately in the event that 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.

26. 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 be fault-free or accessible at all times.

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 becomes 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.

27. Privacy and Data Protection

I. We may collect and store personal data through your use of our WiFi service.

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 1998 and solely for the purposes of offering the WiFi service.

III. By using our WiFi service, you agree to the terms of this clause 27. If you would like more information or object to anything in these conditions, you should speak to the Village Hall Manager.

If you wish to cancel the booking before the date of the event and we are unable to conclude a replacement booking, we may, in our complete discretion, retain the deposit or require payment of the hire fee.

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

I. the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election or for the holding of public meetings or significant community events

II. our reasonably considering 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;

III. the premises becoming unfit for your intended use;

IV. 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 deposit already paid, but we will not be liable to you for any resulting direct or indirect loss or damages whatsoever.

29. 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.

30. 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, 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.

31. No rights

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

32. Security and Damage Deposit

The Hirer must pay a separate Security Deposit of £50. This deposit is held to ensure the premises are left in a clean, tidy condition and that no damage is caused to the building fabric, fixtures, fittings, or contents during the hire period.

The Security Deposit will be refunded via bank transfer within 14 days following a satisfactory post-event inspection by a committee member.

Deductions or total forfeiture of the deposit will occur if:

- Additional commercial cleaning is required after the event.
- The event exceeds the contracted hire time limit.
- Property is broken, damaged, or items are missing.
- Substantial noise complaints are received or council licensing rules are breached.

If the cost of damages or cleaning exceeds the deposit amount, the Hirer will be invoiced for the remaining balance.