

# Folkingham Village Hall - Standard Conditions of Hire

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## Folkingham Village Hall Standard Conditions of Hire

Folkingham Village Hall acting by its Trustees (hereinafter FVHC) is let on the basis of 'left as found'. Hirers are expected to respect these Conditions of Hire, collect, and leave the facility in a clean and tidy condition ready for the next hirer. We reserve the right, on occasion, not to accept bookings.

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

AGREED as follows:

1. Throughout this Agreement:

- FVHC is referred to as 'we'; 'our' is to be construed accordingly and 'we' and 'us' mean and include FVHC's trustees, volunteers and agents.
- the person or organisation hiring Folkingham Village Hall is referred to as 'you'; and 'your' is to be construed accordingly; 'you' also includes the members of your management committee (if appropriate), your employees, volunteers, agents and invitees
- where you must seek our consent, tell us about something or give us something, you must speak to and seek consent from the Booking's Secretary or, if the Booking's Secretary is not available, any of our charity trustees.

2. Age

You, being a person over 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 the management and supervision of the premises are met.

3. Supervision

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

- supervision of the premises, the fabric and the contents;
- supervision and monitoring of the sale of alcohol if applicable
- care of the premises, safety from damage however slight or change of any sort; and the behaviour of all persons using the premises whatever their capacity, including drunk and disorderly behaviour, 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.

4. Licences

We have the following licences:

- Performing Right Society (PRS) for the performance of copyright music
- Performance Licence (PPL)

#### 5. Sale and Provision of Alcohol

The sale and provision of alcohol is not permitted without our express permission. If alcohol is to be sold at the event(s) this must be done in accordance with the Licensing Act 2003

- No consumption of alcohol by under 18s. (Wine, beer or cider may only be consumed by someone aged 16 or over with a table meal taken with an adult)
- Children under 16 must be accompanied by an adult
- No alcohol to be consumed by drunk or disorderly persons
- Instruct 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.
- Record any incident when someone is asked to leave the premises in the Incident Log and give details to our Bookings' Secretary or one of the Trustees as soon as possible after the event.

#### 6. Permitted Number

You agree not to exceed the maximum permitted number of people in the Hall which is 120 including the organisers / performers.

#### 7. Door Entry Code

A door entry code for access to the Village Hall will be supplied by the Bookings' Secretary provided that payment of the hire charge has been received. You are not permitted to access the hall outside the agreed period of hire.

#### 8. Permitted Hours

Events in FVH can only take place between 08.00 and 00.00 (Monday to Saturday) and 08.00 to 22.30 on Sundays to include setting up and clearing up unless agreed otherwise by us. Any regulated activity or sale of alcohol must be in accordance with the TEN.

#### 9. Hire Fees

##### 10. Security Advance

Payment of a security advance (£100) may be required. Security advances are refundable on satisfactory inspection of the cleanliness of the grounds, premises and contents after the hire. At the discretion of the FVH Bookings' Secretary or Trustee, the security advance may be increased for certain events.

You are responsible for any loss or damage to Folkingham Village Hall and grounds during the hire period, and for the hall and grounds being left in a clean condition ready for the next hirer. If Folkingham Village Hall and grounds are left in an unsatisfactory state or if there is loss or damage, the security advance will be forfeit in whole or part. In extreme cases you may be charged any additional costs for cleaning, repairs or loss replacement.

We will refund the security advance within 28 days of the termination of the period of hire provided that no damage nor loss has been caused to the premises and/or contents, nor complaints made to us about noise or other disturbance during the period of the hiring as a result of the hiring.

#### 11. Use of premises

You must not use the premises (including the car park) for any purpose other than that described in the Hiring Agreement. You must neither sub-hire nor use the premises nor allow the premises to be used for any unlawful or unsuitable purpose or in any unlawful way. You must neither do anything nor bring on to the premises anything which might endanger the premises or render invalid any insurance policies covering the premises. You must not allow the consumption of alcohol without our written permission

##### (i) Rubbish

General waste (nonrecyclable) must be placed in black bin liners and placed in the purple wheelie bin stored outside near the car park. No liquids are to be emptied into the bins.

##### (ii) Furniture

Tables and chairs must not be removed from Folkingham Village Hall for use outside. At the end of the hire, tables must be returned to the storage position in which they were found, in a clean condition and chairs stacked. All fire exits must remain clear at all times.

##### (iii) Cleaning

All Health, Safety and Hygiene Regulations on display in the kitchen and toilets must be adhered to. The kitchen and contents, cooker, fridge, crockery, worktops etc must be left clean and the dishwasher drained. Floors to all areas must be swept and tidied after use (mops and brooms are in the cleaning cupboard). Toilets and sinks must be left clean and tidy.

##### (iv) Parking

Limited parking is available at Folkingham Village Hall and is allocated on a first come, first served basis. Parking is at the vehicle owners' risk.

##### (v) Footwear

For sporting activities, black soled footwear must NOT be worn.

##### (vi) Staging

Our permission is required for the use of the staging. A member of FVHC must give assembly instructions prior to its use.

##### (vii) Access

You must ensure that assistance dogs with their owners are permitted on the premises.

#### 14. Insurance and indemnity

You are liable for:

- (i) 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
- (ii) the cost of repair of any damage (including accidental and malicious damage) done to our WiFi service
- (iii) all claims, losses, damages and costs made against or incurred by us, our volunteers, 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 our WiFi service
- (iv) all claims, losses, damages and costs made against or incurred by us 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 our WiFi service, and subject to sub-clause 13(ii), you must indemnify us against such liabilities.
- (v) We will take out adequate insurance to insure the liabilities described in sub-clauses (i) and (ii) above and may, in our discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (iii) and (iv) above. The following activities are excluded from our insurance cover:

Bouncy castles  
Fireworks

- (i) We will claim on our insurance for any liability you incur but you must indemnify us against any insurance excess incurred and the difference between the amount of the liability and the monies we receive under the insurance policy.

Where we do not insure the liabilities described in sub-clauses (i)(c) and (i)(d) and (ii) 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 to our Booking's Secretary. If you fail to produce such policy and evidence of cover, we will cancel the Hire Agreement. We are insured against any claims arising out of our own negligence.

15. 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.

16. 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).

17. Music

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

18. 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. The Hire Agreement confers the required permission to you.

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. 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.

21. Fire Awareness

- You must call the Fire Service to any outbreak of fire, however slight, and give details to our Bookings' Secretary as soon as possible after the event. You must nominate a competent person to take charge in case of fire.
  
- Familiarise yourself with the Fire Plan (on Hall noticeboard)
- Ensure that escape routes and fire exits are kept clear
- Check the method of operation of escape door fastenings
- Familiarise yourself with the location of the First Aid box
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22. In the Event of Fire

- Evacuate the building and call the Fire Service

- Assemble on grassed area opposite the Village Hall by the postbox
- Do not return to the building until given permission by a Fire Officer
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### 23. Noise

You must ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. No music or speech is permitted to be played outside by external speakers.

### 24. Drunk and disorderly behaviour and supply of illegal drugs. You must ensure that

- no one attending the event consumes excessive amounts of alcohol
- no illegal drugs are brought onto the premises.
- if you suspect that anyone is taking or supplying drugs, you must inform the police

Drunk and disorderly behaviour is not permitted either on the premises or in its immediate vicinity. You must 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.

If a person is asked to leave the premises for the above reasons, you must record the incident in the Incident Log and give details to our Bookings' Secretary or one of the Trustees as soon as possible after the event.

### 25. 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.

### 26. 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.

### 27. Equipment

We accept no responsibility for any equipment or other property brought onto or left at the premises by you. All equipment and other property 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 until the items are removed. If you fail to remove any property brought onto the premises of Folkingham Village Hall, we may dispose of any items and charge you any costs we incur in storing, selling or otherwise disposing of them.

### 28. Smoking

Smoking (including Vaping) is not permitted anywhere in the building. If smoking outside of the building, cigarettes are to be disposed of in the cigarette bin by the front door.

### 29. Accidents and dangerous occurrences

You must report to us as soon as possible any failure of our equipment or equipment brought in by you and record any failure in the Faults' Book (in rack above First Aid box). You must report all accidents involving injury to the public to the Bookings' Secretary when returning the key and complete the relevant accident form (in rack

### 30. Explosives and flammable substances

Highly flammable substances must not be brought into, or used in any part of the premises.

- No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) to be erected without our consent.
- Bringing fireworks into or the ignition of fireworks in Folkingham Village Hall or the grounds is expressly forbidden.
- LPG gas bottles are not permitted in the hall or grounds

- Barbecues in the hall or grounds are expressly forbidden
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### 31. 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.

### 32. Animals

Animals are not permitted on the premises without our consent, with the exception of assistance dogs

### 33. 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.

### 34. WiFi Services

When using the WiFi service you agree at all times not to use the WiFi service for any for the following purposes:

- disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;
- 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;
- interfering with any other persons use or enjoyment of the WiFi service
- making, transmitting or storing electronic copies of material protected by copyright without permission of the owner;
  - 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.

### 35. 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:

- if you use any equipment which is defective or illegal;
- if you cause any technical or other problems to our WiFi service;
- if, in our opinion, you are involved in fraudulent or unauthorised use of our WiFi service;
- if you resell access to our WiFi service; or
- if you use our WiFi service in contravention of the terms of these Standard Conditions.

### 36. Availability of WiFi Services

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.

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.

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.

#### 37. General Data Protection Regulation (GDPR)

Your details will only be used by us for the purpose of this hire. Your personal data will be treated as strictly confidential and not shared with third parties.

#### 38. Cancellation by the Hirer

If you wish to cancel the booking before the date of the event and we are unable to conclude a replacement booking, we may, at our complete discretion, require payment of the hire fee. Where a security advance has been paid, this will be returned in full.

#### 39 Cancellation by FVHC

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

- the premises being required for use for a community event, as a Polling Station for a Parliamentary or Local Government election or by-election or
- we consider that (a) your 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 or
- the premises becoming unfit for your intended use or 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 hire fee or security advance already paid but we will not be liable to you for any resulting direct or indirect loss or damages whatsoever.

#### 40. End of hire

At the end of the hire, the external hall doors must be locked. All lights must be switched off, taps turned off, and all windows and doors closed. 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. All alcohol must be removed from the premises.

#### 41. No alterations

You must make neither alteration nor addition 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. Decorations such as balloons and streamers may only be attached by string to doors, picture rails and curtain fixtures. Pins, Blu Tack and adhesive tape must not be used on the walls or paintwork. Nothing must be attached to the ceiling tiles and their supporting frame. At 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.

#### 42. No rights

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