



Great Blakenham Village Hall and Recreation Ground
Mill Lane
Great Blakenham
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Registered Charity Number: 304753

Standard Conditions of Hire of the Great Blakenham Village Hall and/or Recreation Ground

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 the age of 18, 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:

- Supervision of the premises, the fabric, and the contents
- Care of the premises, safety from damage however slight or change of any sort
- 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
- At no times are vehicles to drive across or park on the recreation ground, except in exceptional circumstances agreed by the Trustees to preserve the health and safety of all (e.g. Emergency Services)

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, for the loss of contents, or to the car park and/or recreation ground.

3. Use of premises

You must not use the premises, including the car park and recreation ground, 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 sale or consumption of alcohol without our written permission.

4. Insurance and indemnity

(4i) You are liable for:

- Costs arising from accidental and malicious loss or damage and for loss or damage arising out of your negligence to any part of the premises including its curtilage or its contents
- Costs arising from accidental and malicious loss or damage and for loss or damage arising out of your negligence done to our Wi-Fi service
- 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 as a result of your use of the premises (including the storage of equipment) and your use of our Wi-Fi service
- 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 Wi-Fi service, and subject to sub-clause 4ii, you must indemnify us against such liabilities.

(4ii)

- We will take out adequate insurance to ensure the liabilities described in sub-clause 4i (points 1&2) above and may, in our discretion, and in case of non-commercial

hirers, insure the liabilities described in 4i (points 3&4) above. We will claim on our insurance for any liability you incur but you must indemnify us against:

A) any insurance excess incurred and ..

B) the difference between the amount of the liability and the monies we receive under the insurance policy

(4iii)

- Where we do not ensure the liabilities described in sub-clauses 4i (points 1&2) above, you must take out adequate insurance to ensure such liability and on demand must produce the policy and current receipt or other evidence of cover to our hall event lead and/or secretary. If you fail to produce such a policy and/or evidence of cover, we will cancel the agreement and re-hire the premises to another hirer.

We are insured against any claims arising out of our 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 the 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. Safeguarding children, young people, and adults at risk

You must ensure that any activities for children, young people and adults at risk are only provided by fit and proper persons in accordance with the Children's Act 1989 and 2004, 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). All reasonable steps must be taken to prevent harm, and to respond appropriately when harm does occur. Relevant concerns must be reported.

10. 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 Event Lead and/or Secretary.

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

- The action to be taken in the event of a fire, this includes calling the fire service and evacuating the hall
- The location and use of fire equipment, point out locations during initial visit
- 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 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 time the premises are occupied (if not operated by an automatic mains failure switching device)

11. 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, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises. Request to reduce the level of noise by a Trustee must be adhered to with immediate effect.

12. Drunk and disorderly, unacceptable 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 into 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, we would expect the same action from the hirer, but accepts they may wish to call the police as an alternative to minimise self-risk.

Unacceptable behaviour means acting in a direct, or indirect, way that is unreasonable, regardless of the level of someone's stress, frustration, or anger. It may involve acts, words or physical gestures, to name but a few, that could cause another person distress or discomfort.

We have a zero tolerance towards unacceptable behaviour towards any of our Trustees and/or volunteers and proportionate action will be taken in all circumstances ranging from a warning through to event cancellation and loss of any deposit paid.

13. 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, however, thermometers for checking temperatures are not and remain the responsibility of the hirer.

14. 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.

15. 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 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:

- Your failure either 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.
- Your failure to dispose of any property brought on to the premises for the purposes of the hiring.

16. 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 away from the entrances, exits and parked cars and to dispose of cigarette ends, matches, disposable vapes etc, in a tidy and responsible manner, so as not to cause a fire, or cause any form of fire risk.

17. 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 form and if this is required you must contact our secretary to ensure it is undertaken and forwarded appropriately. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR)

18. 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.

19. 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.

20. Animals

You must ensure that Guide Dogs, hearing Dogs and Assistance Dog owners are allowed on the premises.

21. Fly posting

You must not carry out or permit fly posting or any other forms 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.

22. 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 organisers name and address and that any discounts offered are based only on Manufacturers Recommended Retail Prices

23. Wi-Fi services

When using the Wi-Fi service you agree at all times to be bound by the following provisions and not to use the Wi-Fi service for any of 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 breaching any applicable laws, regulations or codes of practice
- Interfering with any other persons use or enjoyment of the Wi-Fi service, or
- Making, transmitting or storing electronic copies of materials protected by copyright without permission of the owner

Furthermore:

- To keep any username, password, or any other information which forms part of the Wi-Fi service security procedure confidential and not to disclose it to any third party

24. Termination of Wi-Fi Service

We have the right to suspend or terminate our Wi-Fi service immediately in the event that there is a 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 Wi-Fi service
- If, in our opinion, you are involved in fraudulent or unauthorised use of our Wi-Fi service
- If you resell access to our Wi-Fi service; or
- If you use our Wi-Fi service in contravention of the terms of these Standard Conditions

25. Availability of Wi-Fi service

Although we aim to offer the best Wi-Fi service possible, we make no promise that the Wi-Fi service will meet your requirements. We cannot guarantee that our Wi-Fi service will be fault-free or accessible at all times

It is your responsibility to ensure that any Wi-Fi enabled device used by you is compatible with our Wi-Fi service and is switched on. The availability and performance of our Wi-Fi service is subject to all memory, storage and any other limitations in your device. Our Wi-Fi service is only available to your device when it is within the operating range of the 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 W-Fi 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 Wi-Fi service. Network speed is no indication of the speed at which your Wi-Fi enabled device or our Wi-Fi service sends or receives data. Actual network speed will vary based on configuration, compression and network congestion.

26. Privacy and Data Protection

- (1) We may collect and store personal data through your use of our Wi-Fi service
- (2) We may process all information about you which is provided in relation to our Wi-Fi service in accordance with your legal rights under the Data Protection Act 1998 and solely for the purposes of offering the Wi-Fi service
- (3) By using our Wi-Fi 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 contact the Charity Secretary.
- (4) When using the Wi-Fi service, the Hirer agrees at all times to be bound by the following provisions:
 - a) Not to use the Wi-Fi service for any of the following purposes:
 - (1) Disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws
 - (2) 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 codes of practice
 - (3) Interfering with any other persons use or enjoyment of the Wi-Fi service; and

- (4) 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 Wi-Fi service security procedure confidential and not disclosed to a third party.

27. Cancellation

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, return 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:

- (1) The premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election
- (2) Our reasonable consideration 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 the hearing
- (3) The premises becoming unfit for your intended use
- (4) 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.

28. End of Hire

You are responsible for leaving the premises and surrounding area in a clean and tidy condition (e.g. floors swept and cleaned from any spill of drink, food dropped, dirt brought in from outside, kitchen worktops wiped and left clean, toilets checked and flushed), properly locked and secured unless directed otherwise and any contents temporarily removed from their usual position properly replaced (e.g. chairs and tables), otherwise we may make an additional charge (normally from you holding deposit)

29. 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.

30. No rights

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

The Great Blakenham Village Hall and Recreation Ground Board of Trustees acknowledges the assistance of Community Action Suffolk in so by using document template guidance in producing this Hiring agreement (2024)