Sutton Bonington Village Hall

TERMS AND CONDITIONS OF HIRE

October 2026

About the Village Hall

Sutton Bonington Village Hall is a registered charity (Charity No. 522305).

Authorised Representative: Sara Hickman, Village Hall Booking Officer

Mobile: 07539 278664

Email: suttonboningtonvillagehall@gmail.com

The Village Hall has a Premises Licence authorising regulated entertainment only.

Licensing Requirements

1. You agree that, if regulated entertainment not covered by the Village Hall's Premises Licence is required, you will obtain our consent before giving notice of a Temporary Event Notice (TEN) to the licensing authority. A copy of the Premises Licence is displayed on the noticeboard.

2. You agree to obtain our consent before giving notice of your intention to provide alcohol at the event and before giving notice of a TEN to the licensing authority. Allow at least 28 days.

3. If you fail to comply with the above requirements, we may cancel the hiring without compensation. This is because there is a limit on the number of TENs that may be granted annually for any premises. Lack of co-operation could affect future fundraising by us and by local voluntary organisations.

4. You agree to be present, either personally or through your authorised representative where appropriate, during the hiring and to comply fully with these terms.

5. The Standard Conditions of Hire below, together with any additional conditions imposed under the Premises Licence or deemed necessary by us, form part of this Agreement unless we agree otherwise in writing with you.

6. None of the provisions of this booking are intended to or will operate to confer any benefit under the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.

Information about Alcohol Licensing

An alcohol licence is not required in the following circumstances:

- The event is free to attend and drinks are provided free of charge (for example, at a family wedding or party where alcohol is not charged for).
- Individuals bring their own drinks to consume on the premises.
- Alcohol is donated by an individual, rather than by an organisation charging for entrance.

Standard Conditions of Hire

If you are in any doubt about the meaning of any of these conditions, you must seek clarification from us without delay.

1. Age

You, as the hirer, must be at least 18 years old. You accept responsibility for being in charge of the premises at all times when the public are present, either personally or through your authorised representative, and for ensuring that all conditions relating to management and supervision of the premises are met.

2. Supervision

During the hiring period, you are responsible for:

(a) supervision of the premises, the fabric and the contents;

(b) care of the premises and protection against damage, however slight, or change of any sort; and

(c) the behaviour of all persons using the premises, whatever their capacity, including proper supervision of car parking arrangements 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, fixtures, fittings or contents, and for any loss of contents.

3. Use of the Premises

You must not use the premises (including any car park) for any purpose other than that described in the Agreement. You must not sub-hire the premises, use or allow them to be used for any unlawful or unsuitable purpose or in any unlawful way, do anything or bring anything onto the premises that might endanger them or invalidate any insurance policy covering them, or allow alcohol to be consumed without our written permission.

4. Insurance and Indemnity

You are liable for the cost of repairing any damage (including accidental and malicious damage) to any part of the premises, including its curtilage or contents.

We will maintain adequate insurance for the liabilities described above and will claim on our insurance for any liability you incur. 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.

We are insured against 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 the Village Hall holds the relevant licences from the Performing Right Society (PRS) and Phonographic Performance Limited (PPL), or, where appropriate, that you hold the necessary licence(s).

7. Music

You must ensure that the Village Hall holds appropriate and relevant PRS and PPL licences for the 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 (BBFC). You must ensure that you have the appropriate copyright licences for films. This Agreement confers the required permission on you.

9. Safeguarding Children, Young People and Vulnerable Adults

You must ensure that activities for children, young people and other vulnerable adults are provided only 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 relevant checks have been carried out through the Disclosure and Barring Service (DBS).

10. Public Safety Compliance

You must comply with all conditions and regulations relating to the premises made by the Local Authority, the Licensing Authority, our fire risk assessment or otherwise, particularly in connection with any event constituting 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 if any fire breaks out, however slight, and report the details to our Hall Treasurer.

You acknowledge that you will follow the required fire and safety procedures, including:

(a) the action to take in the event of fire, including calling the Fire Brigade and evacuating the hall;

(b) the location and use of fire equipment (a diagram showing locations should be provided when keys are handed over);

(c) escape routes and the need to keep them clear;

(d) how to operate escape-door fastenings;

(e) the importance of fire doors and closing all fire doors in the event of fire; and

(f) the location of the first-aid box.

Before any activity, whether or not it is regulated entertainment, you must check:

(a) all fire exits are unlocked and panic bolts are in good working order;

(b) all escape routes are unobstructed and can be used for immediate, free public exit;

(c) fire doors are not wedged open;

(d) exit signs are illuminated;

(e) there are no fire hazards on the premises; and

(f) emergency lighting illuminating exit signs and routes is switched on throughout the time the premises are occupied, unless it operates automatically when the mains supply fails.

11. Noise

You must minimise noise on arrival and departure, particularly late at night and early in the morning. If you use sound-amplification equipment, you must use any noise-limitation device provided at the premises and comply with all other licensing conditions.

12. Drunk and Disorderly Behaviour and Illegal Drugs

You must take reasonable steps to avoid disturbing neighbours and to prevent violent or criminal behaviour. No one attending the event may consume excessive amounts of alcohol or bring illegal drugs onto the premises.

Drunk and disorderly behaviour is not permitted on the premises or in the immediate vicinity. In accordance with the Licensing Act 2003, we may ask any person suspected of being drunk, under the influence of drugs, or behaving violently or disorderly to leave the premises.

13. Food, Health and Hygiene

If you prepare, serve or sell food, you must comply with all relevant food health and hygiene legislation and regulations. Dairy products, vegetables and meat must be refrigerated and stored in accordance with applicable food-temperature regulations. The premises have a small refrigerator but no thermometer.

14. Electrical Appliance Safety

You must ensure that any electrical appliances you bring to the premises are safe, in good working order and used safely in accordance with the Electricity at Work Regulations 1989. Where a residual-current device (RCD) is provided, you must use it in the interests of public safety.

15. Stored Equipment and Property

We accept no responsibility for stored equipment or other property brought onto or left at the premises, and all liability for loss or damage is excluded.

All equipment and other property, other than agreed stored equipment, must be removed at the end of each hiring. Otherwise, we may charge the hire fee for each day or part-day until it is removed.

We may dispose of items by sale or otherwise, on such terms as we consider appropriate, and charge you the costs of storing, selling or otherwise disposing of them, if:

(a) you fail to pay charges for stored equipment when due or fail to remove it within seven days after the agreed storage period ends; or

(b) you fail to remove or dispose of property brought onto the premises for the hiring.

16. Smoking and Vaping

You must comply with the prohibition on smoking in public places under the Health Act 2006 and regulations made under it. We may ask anyone who breaches this provision to leave the premises. Anyone wishing to smoke must do so outside and dispose of cigarette ends, matches and similar items tidily and responsibly to avoid fire.

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 also promptly report all accidents involving injury to members of the public and complete the relevant section in our accident book.

Certain accidents or injuries must be reported on a special form to the Incident Contact Centre. Our Booking Officer or Hall Treasurer can assist with completing this form and provide contact details for the Incident Contact Centre. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

18. Explosives and Flammable Substances

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

Internal decorations of a combustible nature (for example, polystyrene or cotton wool) must not be erected without our consent.

19. Heating

You must not use unauthorised heating appliances on the premises while they are open to the public without our consent. Portable liquefied petroleum gas (LPG) heating appliances must not be used.

20. Animals

Guide dogs, hearing dogs and assistance dogs must be allowed on the premises.

21. Fly Posting

You must not carry out or permit fly-posting or any other unauthorised advertising for an event taking place at the premises. You must indemnify and keep us indemnified against all actions, claims and proceedings arising from any breach of this condition. Failure to comply may result in prosecution by the local authority.

22. Sale of Goods

If you sell goods on the premises, you must comply with Fair Trading Laws and any applicable code of practice. The total prices of all goods and services, the organiser's name and address, and the basis of any discounts offered must be displayed prominently. Discounts must be based only on manufacturers' recommended retail prices.

23. Wi-Fi Services

When using the Wi-Fi service, you agree not to use it for any of the following purposes:

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

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

(c) interfering with another person's use or enjoyment of the Wi-Fi service; or

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

You must keep any username, password or other information forming part of the Wi-Fi security procedure confidential and must not disclose it to any third party.

24. Suspension or Termination of Wi-Fi Services

We may suspend or terminate the Wi-Fi service immediately if you breach these Standard Conditions, including but not limited to where:

(a) you use defective or illegal equipment;

(b) you cause technical or other problems with the Wi-Fi service;

(c) in our opinion, you are involved in fraudulent or unauthorised use of the Wi-Fi service;

(d) you resell access to the Wi-Fi service; or

(e) you use the Wi-Fi service in breach of these Standard Conditions.

25. Availability of Wi-Fi Services

Although we aim to provide the best Wi-Fi service possible, we do not promise that it will meet your requirements or be fault-free or accessible at all times.

You are responsible for ensuring that any Wi-Fi-enabled device you use is compatible with the service and switched on. The service is available only when your device is within the operating range of the main hall. Availability and performance are subject to the memory, storage and other limitations of your device.

We are not responsible for data, messages or pages lost or misdirected because of interruptions or performance issues with the Wi-Fi service or wireless networks generally. We may impose usage or service limits, suspend service or block certain kinds of usage at our discretion to protect other users. Network speed is not an indication of the speed at which your device or the service sends or receives data; actual speeds vary with configuration, compression and network congestion.

26. Privacy and Data Protection

We may collect and store personal data through your use of the Wi-Fi service.

We may process information about you provided in connection with the Wi-Fi service in accordance with your legal rights under applicable data-protection legislation and solely for the purpose of providing the Wi-Fi service.

By using the Wi-Fi service, you agree to this condition. If you would like further information or wish to raise an objection, please contact the Village Hall management committee member designated by the Village Hall.

27. Cancellation

If you wish to cancel the booking before the event and we are unable to secure a replacement booking, we may, at our complete discretion, return your deposit or require payment of the hire fee.

We reserve the right to cancel this Agreement by written notice if:

(a) the premises are required for use as a polling station for a Parliamentary or Local Government election or by-election;

(b) we reasonably consider that the hiring would lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or that unlawful or unsuitable activities would take place as a result of the hiring;

(c) the premises become unfit for your intended use; or

(d) an emergency requires use of the premises as a shelter for victims of flooding, snowstorm, fire, explosion or people 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 for any resulting direct or indirect loss or damage.

28. End of Hire

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

When cleaning the main hall floor, use only a damp cloth or mop. Do not soak the floor, as this may damage it.

29. Alterations

You must not make alterations or additions to the premises or install or attach fixtures, placards, decorations or other articles to any part of the premises without our prior written approval.

At our discretion, an approved alteration, fixture, fitting or attachment may remain at the premises at the end of the hiring. Any such item left behind becomes our property unless you remove it. If you remove it, you must make good to our satisfaction any damage caused.

30. No Tenancy or Other Rights

This Agreement grants permission only to use the premises and does not confer a tenancy or any other right of occupation.

27. Overnight Accommodation

Overnight accommodation is not permitted anywhere on the Village Hall property, including in the car park.

28. Bouncy Castles and Inflatable Equipment

You must provide details of the supplier's public liability insurance and relevant safety certification at least one week before the event.

You are responsible for ensuring that any inflatable equipment is supplied, installed, operated and supervised safely and in accordance with the manufacturer's instructions. The supplier must provide its own generator equipment.

You, as the hirer, are responsible for any loss, damage or injury arising from the use of such equipment during the hire period.