



SWANLAND VILLAGE HALL CIO
Main Street Swanland HU14 3QR
Registered Charity No: 1180273

Standard Conditions of Hire

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

Throughout this Agreement:

- the Village Hall named in clause 1.1 is referred to as “we”; “our” is to be construed accordingly and “we” and “us” mean and include the Village Hall’s charity trustees, employees, volunteers, agents and invitees
- the person or organisation named in clause 1.2 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 Secretary or, if the Booking Secretary is not available, any of our charity trustees.

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:

- supervision of the premises, the fabric and the contents;
- 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 proper supervision of car parking arrangements so as to avoid obstruction of the highway.

As directed by the Booking Secretary, 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.

Performances or activities involving danger to the public or of a sexually explicit nature are expressly forbidden.

4. Insurance and indemnity

- 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 WiFi 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, and
 - 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 (if any), and subject to sub-clause 4(ii), you must indemnify us against such liabilities.
- We will take out adequate insurance to insure the liabilities described in sub-clauses 4(i)a) and 4(i)b) above and may, in our discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses 4(i)c) and 4(i)d) above. 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 4(i)c) and 4(i)d) 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 Hall Secretary. If you fail to produce such policy and evidence of cover, we will cancel this 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 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 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 to any concerns. Relevant concerns must be reported in line with legislation.

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 Booking Secretary.

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

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
- The alarms and red light used in the Swan Hall.
- The location and use of fire equipment, including the Blanket Sledge for evacuation of upstairs when lift is not available (a diagram of location can be found on the noticeboard in the corridor between Kitchen and Disabled Toilet).
- 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.
- When the fire alarm is active, a red light will also flash in the Swan Hall, to overcome loud noise and the fire alarm not being heard.

(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 of the 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.

12. 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:

- (i) no one attending the event consumes excessive amounts of alcohol
- (ii) 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.

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 and food thermometer.

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, in 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:

- (i) 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
- (ii) 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 disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

17. Accidents and dangerous occurrences

You must report to the Booking Secretary, 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 Booking Secretary 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 to the Incident Contact Centre. Our Booking Secretary 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).

18. Explosives and flammable substances

You must ensure that:

- (i) Highly flammable substances are not brought into or used in any part of the premises. (This includes any candles with a naked flame or any type of firework).
- (ii) No internal decorations of a combustible nature (e.g., polystyrene, cotton wool) are erected without our consent. No decorations are to be put up near light fittings or heaters.

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 / butane gas (LPG) heating appliances.

20. Animals

You must ensure that no animals (including birds) except Guide dogs, Hearing dogs and assistance dog are allowed on the premises other than for a special event that has been agreed by the Village Hall Management Committee. No animals whatsoever are to enter the Kitchen at any time.

21. 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.

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 organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

23. Swanland Village Hall Wi-Fi Services

Access to the Swanland Village Hall Wi-Fi and the policy controlling its use is on the Village Hall Noticeboard.

24. Fees

All hiring bookings must be made with the Booking Secretary and all deposits and hire fees must be paid at the times stipulated in the Hiring Agreement. There will be no hiring contract and the hirer will have no rights to use the hall and its facilities until full payment has been made.

25. Security deposit

The Village Hall reserves the right to request from the Hirer at the time of booking a security deposit to cover any possible damage. This will be repaid after the hire less any costs incurred in repairing any damage or replacing damaged equipment.

26. Charge for additional time

If a Hirer does not vacate the hired rooms at the time stipulated in the Hiring Agreement the Village Hall reserves the right to charge the extra time at an hourly rate greater than that charged for the hire.

27. Cancellation

If you wish to cancel the booking before the date of the event and we are unable to conclude a replacement booking, the Booking Secretary may, in our complete discretion, return the deposit or require payment of the hire fee. At least 24 hour's notice must be given to the Booking Secretary, otherwise the cost of the session will be charged to the hirer.

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;
- (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.

28. End of hire

You are responsible for leaving the premises and surrounding area in a clean and tidy condition, this includes any waste generated during the period of Hire, 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.

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 of the Booking Secretary. 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. Means of escape

All means of exit from The Premises must be kept free from obstruction and available for immediate use as means of escape.

31. Footwear

Black soled trainer shoes and "wheelie" shoes must not be worn in the Swan or Cygnet Halls.

32. Bouncy castles and other inflatable devices

The use of bouncy castles and other inflatable devices is expressly forbidden under any circumstances.

33. No rights

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

September 2023

Contact Details for Booking Secretary

Email: SVH.Booking@outlook.com

Tel: 0752 579 8449

Copies of the following Policies are available on request :

- **GDPR Policy**
- **Health and Safety Policy**
- **Hiring Policy**
- **Safeguarding Policy**
- **Wifi Policy**