

**The Tendring Village Hall**  
**Terms and Conditions of Hire**

**THE PARTIES**

- (1) **The Tendring Village Hall (the Hall)**, The Street, Tendring, Clacton, Essex, CO16 0BL. Registered Charity No.1077724.

<b>Authorised Representative</b>	The Secretary
<b>Email</b>	tendringvh@gmail.com

- (2) **The Hirer**, the person named in the annexed online Event Booking form.

**AGREED** as follows:

**1. Throughout this Terms and Conditions of Hire:**

- i) the Hall is referred to as “we”; “our” is to be construed accordingly and “we” and “us” mean and include the Hall’s charity trustees, employees, volunteers, agents and invitees;
- ii) the Hirer 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;
- iii) where you must seek our consent, tell us about something or give us something, you must speak to and seek consent from the Authorised Representative named above or, if the Authorised Representative is not available, any of our charity trustees.

2. In consideration of the relevant Hire Fee(s) described in the annexed Hire Fees document, we agree to permit you to use the Hall for the purpose described in the annexed online Event Booking form and for the period(s) described in the annexed online Event Booking form. This Terms and Conditions of Hire includes the annexed Standard Conditions of Hire and the Special Conditions of Hire (if any) set out in the attached Schedule(s).

**3. Payment**

You must pay the total hiring fee amount on receipt of the related invoice.

**4. Conditions of Hire**

The Hirer agrees to the following:

4.1 At the commencement of the Hire, you must:

- i) check all Public Safety items listed in section 10 of the Standard Conditions of Hire;
- ii) be aware that the Fire Assembly point is at the bottom of the car park;
- iii) dial 999 in the event of a fire immediately and vacate the Hall through the exit routes.
- iv) The current electrical test inspection and Public Liability insurance certificates can be viewed in the foyer.

4.2 During the hire you must:

- i) ensure the following maximum permitted number of people per room, including the organisers/performers, are not exceeded;

Main Hall	120
Kitchen*	12

**\* You must ensure no children under the age of twelve (12) years are allowed in the kitchen.**

- ii) not use drawing pins, sticky tape or other fixtures on the walls or woodwork. Decorations of any description should not be affixed by any means to either the light fittings or the heating units in the main hall;

- iii) ensure that a mobile phone is available during the hire for emergencies as there is no public telephone within the Hall or the local area; and
- iv) finish all music at 2230 promptly.

4.3 At the end of the hire, you must:

- i) sweep the floors and vacuum clean the carpets;
- ii) clean all worktops;
- iii) if trestle tables are used, they must be cleaned, placed face to face on the trollies provided and then replaced behind the curtain in the main hall and;
- iv) put all rubbish, paper, plastics and metal in the appropriate dustbin and recycling bins located in the kitchen. Glass bottles and drinks cans will not be removed by the refuse collection service so these must be removed from the Hall; and
- v) ensure the 'Exit Check List' procedures attached to the left-hand side of the front door in the foyer are followed.

- 5. You or your authorised representative agree to be present during the hiring and to comply fully with this Terms and Conditions of Hire.
- 6. We and you hereby agree that the Standard Conditions of Hire, plus any other conditions that maybe imposed under the Premises Licence or that we deem necessary, form part of the terms of this Terms and Conditions of Hire unless we and you agree in writing.
- 7. None of the provisions of this Terms and Conditions of Hire are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Terms and Conditions of Hire.
- 8. You have read and understood the terms and conditions in this Terms and Conditions of Hire and the annexed Standard Conditions of Hire and the Special Conditions of Hire (if any) set out in the attached Schedule.

# **The Tendring Village Hall**

## **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 Authorised Representative.

### **1. Age**

You, not being a person under 18 years of age, hereby accept responsibility for being in charge of and in the Hall at all times when the public are present and for ensuring that all Standard Conditions under this Terms and Conditions of Hire relating to management and supervision of the Hall are met.

### **2. Supervision**

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

- i) supervision of the Hall, the fabric and the contents;
- ii) care of the Hall, safety from damage however slight or change of any sort;
- iii) the behaviour of all persons using the Hall whatever their capacity, including proper
- iv) supervision of car parking arrangements so as to avoid obstruction of the highway.
- v) As directed by us, you must make good or pay for all damage (including accidental damage) to the Hall or to the fixtures, fittings or contents and for loss of contents.

### **3. Use of the Hall**

You must not use the Hall including the car park for any purpose other than that described in the annexed online Event Booking form and must not sub-hire or use the Hall or allow the Hall to be used for any unlawful or unsuitable purpose or in any unlawful way nor do anything or bring in to the Hall anything which might endanger the Hall or render invalid any insurance policies covering the Hall nor allow the consumption of alcohol without our written permission.

### **4. Insurance and indemnity**

4.1 You are liable for:

- i) the cost of repair of any damage (including accidental and malicious damage) done to any part of the Hall including its curtilage or its contents;
- ii) the cost of repair of any damage (including accidental and malicious damage) done to our Wi-Fi service (if any);
- iii) 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 Hall (including the storage of equipment) and your use of our Wi-Fi service (if any); and
- 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 Hall and/or the use of our Wi-Fi service (if any), and subject to sub-clause (ii), you must indemnify us against such liabilities.

4.2 We will take out adequate insurance to insure the liabilities described in clauses 4.1i) and ii) above and may, in our discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses 4.1 iii) and iv) above. We will claim on our insurance for any liability you incur but you must indemnify us against:

- i) any insurance excess incurred; and
- ii) the difference between the amount of the liability and the monies we receive under the insurance policy.

4.3 Where we do not insure the liabilities described in sub-clauses 4.1iii) and iv) 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 Authorised Representative. If you fail to produce such policy and evidence of cover, we will cancel this Terms and Conditions of Hire and re-hire the Hall 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 Hall in contravention of the law relating to gaming, betting and lotteries.

**6. Premises Licence**

We do not have a Premises Licence to carry out 'licenced activities' such as selling alcohol or providing entertainment. A Temporary Event Licence (TEN) to cover these requirements can be obtained from the Licencing Officer at Tendring District Council.

**7. Music and Music Copyright Licencing**

You must have our written permission for performance of live music and the playing of recorded music under the Deregulation Act 2015. This Terms and Conditions of Hire confers that permission on the understanding that you have the appropriate copyright licence for music. In the event that a licence is required a 'TheMusicLicence' can be obtained from Performing Right Society (PRS) / Phonographic Performance Licence (PPL).

**8. Film**

You must have our written permission to show a film under the Deregulation Act 2015. This Terms and Conditions of Hire confers that permission on the understanding that you have the appropriate copyright licences for film.

You must restrict children from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification.

**9. 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).

**10. Public safety compliance**

You must comply with all conditions and regulations made in respect of the Hall 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 Authorised Representative.

10.1 You acknowledge that you have received instruction in the following matters:

- i) the action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the Hall;
- ii) the location and use of fire equipment (include diagram of location when handing over keys);
- iii) escape routes and the need to keep them clear;
- iv) method of operation of escape door fastenings;
- v) appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire; and
- vi) location of the first aid box.

10.2 In advance of any activity whether regulated entertainment or not you must check the following items:

- i) that all fire exits are unlocked and panic bolts are in good working order;
- ii) that all escape routes are free of obstruction and can be safely used for instant free public exit;
- iii) that any fire doors are not wedged open;
- iv) that exit signs are illuminated; and
- v) that there are no fire-hazards in the Hall.

10.3 That emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the Hall is 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 Hall and comply with any other licensing condition for the Hall.

#### **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; and
- ii) no illegal drugs are brought into the Hall.

Drunk and disorderly behaviour is not permitted either in the Hall 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 Hall 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 in the Hall must be refrigerated and stored in compliance with the Food Temperature Regulations. The Hall is not provided with a refrigerator and thermometer.

#### **14. Electrical appliance safety**

You must ensure that any electrical appliances brought by you to the Hall 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 Hall, 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 may 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; and
- ii) your failure to dispose of any property brought in to the Hall for the purposes of the hiring.

If equipment needs to be stored longer than the hire period, speak to the Authorised Representative about the availability of space, the term and any cost.

#### **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 Hall. 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 any failure of our equipment or equipment brought in by you to our Authorised Representative as soon as possible. You must also report all accidents involving injury to the public to our Authorised Representative as soon as possible and document the incident in our accident book which can be found in the Hall. Under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) 2013, you

must report certain types of accident or injury using on an online form which can be found at [www.hse.gov.uk/riddor](http://www.hse.gov.uk/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 Hall; and
- ii) 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 in the Hall when open to the public without our consent. You must not use portable liquefied propane gas (LPG) heating appliances.

#### **20. Animals**

No animals apart from guide, hearing and assistance dogs are allowed in the Hall.

#### **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 Hall, 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 in the Hall, 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. Wi-Fi Services**

When using the Wi-Fi service, you agree at all times to be bound by the following provisions:

- i) not to use the Wi-Fi service for any for the following purposes:
- ii) disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;
- iii) 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;
- iv) interfering with any other persons use or enjoyment of the Wi-Fi service; or
- v) making, transmitting or storing electronic copies of material protected by copyright without permission of the owner; and
- vi) 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 the Wi-Fi service**

- i) We have the right to suspend or terminate our Wi-Fi service immediately in the event that there is any breach of any of the provisions of these Standard Conditions including without limitation:
- ii) if you use any equipment which is defective or illegal;
- iii) if you cause any technical or other problems to our Wi-Fi service;
- iv) if, in our opinion, you are involved in fraudulent or unauthorised use of our Wi-Fi service;
- v) if you resell access to our Wi-Fi service; or
- vi) if you use our Wi-Fi service in contravention of the terms of these Standard Conditions.

## **25. Availability of Wi-Fi Services**

- i) Although we aim to offer a good Wi-Fi service, 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.
- ii) 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 main hall.
- iii) 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 Wi-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**

- i) We may collect and store personal data through your use of our Wi-Fi service.
- ii) 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 1998 and solely for the purposes of offering the Wi-Fi service.
- iii) 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 speak to our Authorised Representative.

## **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, refund any payment(s) you have made or require payment of the hire fee.

We reserve the right to cancel your booking by giving you written notice in the event of:

- i) the Hall 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 Hall as a result of this hiring;
- iii) the Hall becoming unfit for your intended use; and
- iv) an emergency requiring use of the Hall 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 payment(s) you have made, 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 Hall 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.

## **29. No alterations**

You must not make any alterations or additions to the Hall nor install or attach any fixtures or placards, decorations or other articles in any way to any part of the Hall without our prior written approval. In our discretion, any alteration, fixture or fitting or attachment which we have approved may remain in the Hall 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 Hall by such removal.

**30. No rights**

By hiring the Hall this only constitutes permission to use the Hall and confers no tenancy or other right of occupation on you.