



WIXFORD VILLAGE HALL

Registered Charity No: 1188301

Standard Terms and Conditions of Hire

These standard conditions apply to all hirings of the Wixford Village Hall (referred to as WVH)
If you are in any doubt as to the meaning of any of the Conditions, you must seek clarification from the Booking Secretary.

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:

- (i) supervision of the premises, the fabric and the contents
- (ii) care of the premises, safety from damage however slight or change of any sort
- (iii) 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 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.

Bouncy castles may be allowed depending on size. Please contact the Booking Secretary.

3. Car Parking

We have three dedicated parking spaces and additional hardstanding gravel for potential further ad hoc parking. Please ensure that no vehicles are parked on the private Church Fields access road. The Fish Inn and The Three Horseshoes are happy to accommodate parking for village hall users, subject to availability. Do pop in and use them for refreshments. If you choose to park along the Main Road, please ensure that you do not block residents' driveways.

4. Use of Premises

You must not use the premises (including the car park) for any purpose other than that described in the Hiring 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.

5. Insurance and Indemnity

- (i) You are liable for:
 - a) The 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.
 - b) costs arising from accidental and malicious loss or damage and for loss or damage
 - c) costs arising out of your negligence done to our internet access service.

- d) 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 internet access service.
 - e) 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 internet access service, and subject to sub-clause 4(ii), you must indemnify us against such liabilities.
- (ii) We will take out adequate insurance to insure the liabilities described in sub-clauses 5(i)a) and 5(i)b) above and may, in our discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses 5(i)c) and 5(i)d) above. We will claim on our insurance for any liability you incur but you must indemnify us against:
- a) any insurance excess incurred.
 - b) the difference between the amount of the liability and the monies we receive under the insurance policy.
- (iii) Where we do not insure the liabilities described in sub-clauses 5(i)c) and 5(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 Booking 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.

6. 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. Please contact the Licensing Officer at Stratford District Council, stratford.gov.uk, tel. 01789 260651.

7. Licences

PPL (Performing Rights Society) and PRS (Phonographic Performance Licence)
WVH holds a PPL/PRS Licence.

Small Society Lottery Licence
WVH does not currently hold a Small Society Lottery Licence.

8. Music

You must have our written permission for performance of live music and the playing of recorded music under the Deregulation Act 2015 or subsequent legislation. This Agreement confers that permission.

9. 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 or subsequent legislation requires you to have our written permission to show a film).

N.B. If other licences are required in respect of any other activity in the Hall, the hirer is responsible for holding the relevant licence.

Performances involving danger to the public or of a sexually explicit nature are not permitted.

10. 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 Safeguarding Vulnerable Groups Act 2006 or subsequent legislation 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. See WVH Safeguarding Policy: <https://bit.ly/WVH2024SafeguardingPolicy>

- 11.** You must comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority and the Hall's Fire Risk Assessment, 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.

The Hirer will acknowledge that they have received information and instruction in the following matters:

- The action to be taken in event of a fire.
- The location and use of fire extinguishing equipment.
- That escape routes and emergency exits are to be kept clear at all times.
- Method of operation of emergency exit door fastenings.
- Location of the first aid box.

A plan showing the location of the extinguishers, fire exits and assembly points is displayed in the *lobby of the hall* and hirers should ensure that they have studied this.

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

- That all the fire exits are unlocked and in good working order.
- That all escape routes are free of obstruction
- That any fire doors are not wedged open.
- That there are no obvious fire-hazards on the premises.

The Hirer shall:

- Ensure that the fire brigade is called to any outbreak of fire, however slight, and notify a member of the village hall committee.
- Prior to the start of an event indicate the fire exits and evacuation meeting point to the persons attending the event.
- Ensure that the hall entrance lobby is not blocked with items such as buggies, wheelchairs or mobile scooters.

The Evacuation Meeting point is detailed on the fire information notices located by the exit doors.

Following a fire evacuation, no person may re-enter the hall without the permission of the Senior Fire Officer present.

12. Noise

Amplified music/sounds must not be heard externally before 0800 hours and after 2300 hours, and during those times must not be externally perceptible as to cause a nuisance. Patrons must also be mindful of neighbours when leaving the hall to do so quietly as not to disturb the them.

13. Drunk and Disorderly Behaviour and Supply of Illegal Drugs

It should be noted that WVHC does not hold a licence for the sale of alcohol (which includes events where tickets are sold that includes 'free alcohol'). Please refer to the Village Hall Hiring Agreement for details about obtaining your own special licence if you wish to sell alcohol.

You must ensure that to avoid disturbing neighbours of the hall and avoid antisocial, 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. The Hirer is responsible for asking 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.

14. Food, Health and Hygiene

The premises are provided with a refrigerator and a fridge thermometer. We strongly advise you to follow the link to our Food Hygiene document <https://bit.ly/WVH2024KitchenAndFoodGuidance>

15. Electrical Appliance Safety

Our own electrical appliances are PAT tested annually. 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 or subsequent legislation.

16. Stored Equipment

All equipment and other property must be removed at the end of each hiring as WVHC does not have the capacity to store items belonging to any Hirers. We do not accept responsibility for any equipment brought onto and left at the premises, and all liability for loss or damage is hereby excluded.

17. Smoking

The Hall is a strictly non-smoking facility both inside and outside.

18. 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.

19. Flammable Substances should not be brought on to the premises

20. Heating, Ventilation and Windows

The heating and ventilation will be enabled to normal room temperatures on a hiring event, and limited temperature adjustments are permitted by using the wall mounted controllers if desired. Should the environmental conditions be unsatisfactory, the hirer should contact the committee to discuss the nature of the problem.

The mechanical ventilation system is automatic when enabled, the hirers are free to use the opening windows in addition as long as this does not cause an issue with clause 12 for noise.

Hirers must ensure that no unauthorised heating appliances are brought on to the premises.

Windows and blinds must be closed on exiting the premises using the electronic controls.

21. Animals

No animals whatsoever are to enter the kitchen at any time.

Guide dogs, Hearing dogs and Assistance dogs will be allowed on the premises.

Permission to bring any other animals on to the premises will be at the Committee's discretion.

22. 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 us indemnified 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.

23. 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.

24. Internet Access Service and AV/IT equipment

We offer fast and reliable internet access both wirelessly and by Ethernet connection

AV equipment means any electronic device used to create, deliver, or display audio and visual content.

IT equipment means all computers, servers, printers, computer hardware, wired or mobile telephones, on-site process control and automation systems, telecommunication assets, and other information technology-related equipment.

When using the internet access service or AV/IT equipment you agree at all times to be bound by the following provisions:

- (i) not to use the internet access service or AV/IT equipment for any for the following purposes:
 - a) disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws.
 - b) 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.
 - c) interfering with any other persons use or enjoyment of the internet access service or AV/IT equipment.
 - d) making, transmitting or storing electronic copies of material protected by copyright without permission of the owner.
- (ii) to keep any username, password, or any other information which forms part of the internet access service security procedure confidential and not to disclose it to any third party.

25. Termination of the Internet Access Service

We have the right to suspend or terminate our internet access service immediately in the event that there is any breach of any of the provisions of these Standard Conditions including without limitation:

- (i) if you use any equipment which is defective or illegal.
- (ii) if you cause any technical or other problems to our internet access service.
- (iii) if, in our opinion, you are involved in fraudulent or unauthorised use of our internet access service.
- (iv) if you resell access to our internet access service.
- (v) if you use our internet access service in contravention of the terms of these Standard Conditions.

26. Availability of Internet Access Services

- (i) Although we aim to offer the best internet access service possible, we make no promise that the service will meet your requirements. We cannot guarantee that our service will be fault-free or accessible at all times.
- (ii) It is your responsibility to ensure that any internet enabled device used by you is compatible with our service and is switched on. The availability and performance of our service is subject to all memory, storage and any other limitations in your device. Our 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 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 service. Network speed is no indication of the speed at which your internet enabled device or our service sends or receives data. Actual network speed will vary based on configuration, compression and network congestion.

27. Privacy and Data Protection

- (i) We may collect, process and store information about you which is provided in relation to our internet access service in accordance with your legal rights under the Data Protection Act 2018 and solely for the purposes of offering the service.
- (ii) If you would like more information or object to anything in these conditions, you should speak to the Booking Secretary.

28. Use of AV/IT equipment

- (i) The hirer may use the AV/IT equipment in the hall as long as this does not breach any of the above conditions and ensure that the AV/IT equipment and associated ancillary cables are left as they are found.
- (ii) The hirer must inform the Booking Secretary immediately of any failure or damage to the equipment.

29. 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, in 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:

- (i) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election or Referendum.
- (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.

30. End of Hire

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.

The Hirer should inform the Booking Secretary of any fault with the building or its equipment immediately.

See Information Sheet and End of Hire Guidance. TO BE UPDATED

31. 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.

32. Protection of Floor

WVH has a semi-sprung beech floor which the Committee wishes to protect. Cycling shoes or similar footwear should be removed and left in the lobby.

33. No Rights

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

Adopted:

August 2024

Next Policy Review Due:

August 2025