

Kirksanton Village Hall - Terms of Hire

These standard conditions apply to all hiring of the hall. If the Hirer is in any doubt as to the meaning of any of the Conditions, the Hirer must seek clarification without delay from the Booking Clerk.

1. Age

The Hirer, not being a person under 18 years of age, hereby accepts 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

The Hirer shall, during the period of the hiring, be 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; and
- (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 the Booking Clerk, the Hirer shall 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

The Hirer shall not use the premises for any purpose other than that described in the Hiring Agreement and shall 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 onto the premises anything which may endanger the premises or render invalid any insurance policies covering the premises nor allow the consumption of alcohol without our written permission.

4. Insurance and indemnity

(1) The Hirer shall be liable for:

- (a) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises.
- (b) the cost of repair of any damage (including accidental and malicious damage) done to the village hall's Wi-Fi service, hearing loop and sound system, stage lighting, projector and screen.
- (c) all claims, losses, damages and costs made against or incurred by the Village Hall management committee, their employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of the Hirer's use of the premises (including the storage of equipment) and use of the village hall's Wi-Fi service , and
- (d) all claims, losses, damages and costs made against or incurred by the village hall management committee, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises and/or the use of the village hall's Wi-Fi service by the Hirer

(2) **The Village Hall management committee** has Hirer's Liability cover for hirers of the hall who meet the following criteria:

- No insurance is held elsewhere
- They are non-commercial (i.e. no individual makes or intends to make a profit for themselves.
- No excluded activities are carried out at the hall.
- They are a benefit to the local community.

The Village Hall management committee will claim on its own insurance for any liability incurred by the Hirer meeting these criteria, but the Hirer must pay to the Village Hall:

- any insurance excess incurred and
- the difference between the amount of the liability and the monies received under the insurance policy.

(3) **Hirers not covered by the Village Hall's insurance** should organise their own insurance cover to insure the liabilities described in Clause (1) above, and shall produce a copy of the insurance certificate confirming cover to the village hall Booking Clerk. Failure to produce such policy and evidence of cover will render the hiring void.

5. Gaming, betting and lotteries

The Hirer shall 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

The Hirer shall ensure that that the village hall holds relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, the Hirer holds such licence(s).

7. Music

The Hirer must have our written permission for performance of live music and the playing of recorded music under the Deregulation Act 2015. The Hiring Agreement confers that permission.

8. Film shows

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film. The Hiring Agreement confers the required permission on you. (The Deregulation Act 2015 requires the Hirer to have the hall's written permission to show a film).

9. Safeguarding children, young people and vulnerable adults

The Hirer shall 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, the Hirer shall provide the village hall management committee with a copy of their Safeguarding Policy and DBS checks (Disclosure and Barring Service).

10. Public safety compliance

The Hirer shall 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*** 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. The Hirer shall also comply with the hall's ***health and safety policy***.

The Hirer must call the Fire Service to any outbreak of fire, however slight, and give details to the Booking Clerk.

(i) The Hirer acknowledges that they 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 location and use of fire equipment.
- 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 the Hirer 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.

Please note that the emergency lighting supply, which illuminates all exit signs and routes, is operated by an automatic mains failure switching device.

11. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment, comply with any licensing condition for the premises.

12. Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall 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 shall not be permitted, either on the premises or in its immediate vicinity. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises in accordance with the Licensing Act 2003.

13. Food, health and hygiene

The Hirer shall, 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 thermometer.

14. Electrical appliance safety

The Hirer shall ensure that any electrical appliances brought by them 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.

15. Stored equipment

The Village Hall accepts 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.**

The Village Hall may use its discretion in any of the following circumstances:

- (i) Failure by the Hirer 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) Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in the village hall management committee disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

16. Smoking

The Hirer shall, and shall ensure that the Hirer's invitees, comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises. The Hirer shall ensure that anyone wishing to smoke does so outside (well away from the porch area), 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

Any failure of equipment belonging to the Village Hall or brought in by the Hirer must be reported **as soon as possible**. The Hirer must report all accidents involving injury to the public to the Village Hall Booking Clerk **as soon as possible** and complete the relevant section in our accident book. Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. The Village Hall 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

The Hirer shall ensure that:

- (i) Highly flammable substances are not brought into, or used in any part of the premises.

- (ii) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are erected without our consent.

19. Heating

The Hirer shall ensure that no unauthorised heating appliances are used on the premises when open to the public without the consent of the management committee. **Portable liquefied propane gas (LPG) heating appliances must not be used**, unless with specific written agreement of the village hall management committee.

20. Animals

The Hirer shall ensure that no animals (including birds) except guide dogs, hearing dogs and assistance dogs, are brought into the premises, other than with the agreement of the village hall management committee.

21. Fly posting

The Hirer shall 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 each member of the village hall's management committee accordingly against all actions, claims and proceedings arising from any breach of this Condition. Failure to observe this Condition may lead to prosecution by the local authority.

22. Sale of goods

The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall 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 the Hirer shall 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:
 - (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 Wi-Fi service; or
 - (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 Wi-Fi service security procedure, confidential and not to disclose it to any third party.

24. Termination of the Wi-Fi service

The Village Hall management committee has the right to suspend or terminate its Wi-Fi service immediately in the event that there is any breach of any of the provisions of these Standard Conditions including without limitation:

- (i) if the Hirer uses any equipment which is defective or illegal;
- (ii) if the Hirer causes any technical or other problems to the Wi-Fi service;
- (iii) if, in the opinion of the Village Hall management committee, the Hirer is involved in fraudulent or unauthorised use of the Wi-Fi service;
- (iv) if the Hirer resells access to the Wi-Fi service; or
- (v) if the Hirer uses the Village Hall's Wi-Fi service in contravention of the terms of these Standard Conditions.

25. Availability of Wi-Fi Services

(i) Although the Village Hall aims to offer the best Wi-Fi service possible, it makes no promise that the Wi-Fi service will meet the Hirer's requirements. The Village hall cannot guarantee that its Wi-Fi service will be fault-free or accessible at all times.

(ii) It is the Hirer's responsibility to ensure that any Wi-Fi enabled device they use is compatible with the Village Hall's Wi-Fi service and is switched on. The availability and performance of the Village Hall's Wi-Fi service is subject to all memory, storage and any other limitations in the Hirer's device. The Wi-Fi service is only available to the Hirer's device when it is within the operating range of the village hall.

(iii) The Village Hall is not responsible for data, messages, or pages that the Hirer may lose or that become misdirected because of the interruptions or performance issues with the Wi-Fi service or wireless communications networks generally. The Village Hall may impose usage, or service limits, suspend service, or block certain kinds of usage in its sole discretion, to protect other users of the Wi-Fi service. Network speed is no indication of the speed at which the Hirer's Wi-Fi enabled device or the 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) The Village hall may collect and store personal data through the Hirer's use of its Wi-Fi service.
- (ii) The Village hall may process all information about the Hirer which is provided in relation to its Wi-Fi service in accordance with the Hirer's legal rights under the Data Protection 1998 and solely for the purposes of offering the Wi-Fi service.
- (iii) By using the Village Hall's Wi-Fi service, the Hirer agrees to the terms of this clause 26.

27. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the Village Hall is unable to conclude a replacement booking, the Village Hall shall have the discretion to return the deposit or require payment of the hire fee.

The Village Hall reserves the right to cancel this Agreement by giving the Hirer 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) the Village Hall management committee 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 the use intended by the Hirer;
- (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 the Hirer will be entitled to a refund of any deposit already paid, but the Village Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

28. End of hire

The Hirer shall be 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 the Village Hall shall be at liberty to make an additional charge.

29. No alterations

The Hirer 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 prior written approval of the village hall management committee. Any alteration, fixture or fitting or attachment so approved shall, at the discretion of the Village Hall committee, remain in the premises at the end of the hiring. Such items will become the property of the Village Hall unless removed by the Hirer, who must make good to the satisfaction of the Village Hall any damage caused to the premises by such removal.

30. No rights

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.