

# Biddenham Village Hall Conditions of Hire

- These conditions apply to all hiring of the Village Hall and Car Park.
- The Hirer, “you”, is responsible for adhering to the General Instructions, Operating Instructions and Emergency Procedures (collectively referred to as the “Instructions”).
- It is the Hirer’s responsibility to ensure that copies of the Instructions are obtained and understood. If the Hirer is in any doubt about any of the Instructions, the Booking Officer should be consulted.
- By going ahead with the hiring of the Village Hall, the Hirer is agreeing to these Conditions of Hire and complying with the Instructions.
- Biddenham Village Hall 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 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.
- If you are in any doubt as to the meaning of any of the Conditions, you must seek clarification from the Booking Officer without delay.

## 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; 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 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.

## 3. Use of premises

You must not use the premises (including the car park, if any) 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.

## 4. Insurance and indemnity

- (i) You are liable for:
  - (a) 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 arising out of your negligence done to our WiFi service
  - (c) 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 WiFi service, and

(d) 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, and subject to sub-clause (ii), you must indemnify us against such liabilities.

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

(a) any insurance excess incurred and

(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 (i)(c) and (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. Licences**

You will be responsible for obtaining such licenses as may be needed whether for the sale of intoxicating liquor, showing films or performing live or playing recorded music and for the observance of the same.

## **7. 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 when harm does occur. Relevant concerns must be reported to our designated Safeguarding Officer (see Safeguarding Policy & Procedure on website [here](#)).

## **8. Public safety compliance**

You must comply with all conditions and regulations made in respect of the premises by the Local Authority and the Licensing Authority 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 Instructions and Health and Safety policy, found on the website [here](#) and [here](#). You must ensure that the Village Hall is not occupied by more than 80 people at any time.

## **9. Noise**

You must ensure that your use of the hall avoids inconvenience to adjoining residential properties including the minimum of noise is made on arrival and departure, particularly late at night and early in the morning.

## **10. 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.

#### **11. 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.

#### **12. 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 that all equipment, including that belonging to the Village Hall, is used in a safe manner in accordance with the Instructions.

#### **13. 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.

#### **14. 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 the Maintenance Officer (07771 971303) 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 Maintenance officer 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).

#### **15. Protection of the Environment**

You shall pay attention to the Environment Policy of the hall, considering how energy and water are used, choice of materials and resources, reduction of waste and the impact of activities taking place on the natural environment.

#### **16. Animals**

The Hirer shall ensure that no animals (including birds) except Guide dogs, Hearing and Assistance dogs (and their owners) are brought into the Village Hall, other than for a special event agreed to by the

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

#### **17. Use of Bouncy Castles**

You shall ensure that all safety instructions given by the supplier of the bouncy castle are complied with and that the supplier has adequate insurance cover. Biddenham Village Hall has no insurance cover for Hirers using bouncy castles.

#### **18. 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.

#### **19. 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.

#### **20. Availability of WiFi**

Although we aim to offer the best WiFi service possible, we make no promise that the WiFi service will meet your requirements. We cannot guarantee that our WiFi service will be fault-free or accessible at all times. You will ensure any users of the Village Hall WiFi comply with the Terms and Conditions of the use of WiFi in the Village Hall. These can be found on our website [here](#).

#### **21. Cancellation**

If you wish to cancel the booking 6 weeks or less before the date of the event and the Village Hall is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Village Hall. The Village Hall reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- (i) the Village Hall 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 Village Hall as a result of this hiring
- (iii) the Village Hall becoming unfit or unsafe for the use intended by the Hirer
- (iv) an emergency requiring use of the Village 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 the Hirer shall be entitled to a refund of any fee already paid, but the Village Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever

#### **22. Booking Administration**

##### **(i) Payment for Hire**

Once a Booking Request form has been approved by the Booking Officer, the booking fee must be received by a Bank transfer or personal cheque in the name of the Hirer for full payment of the hire fee. The sum will be returned in full in the event of cancellation by the Hirer if made more than six weeks before the date of the planned event. Instructions on obtaining keys etc are given in the Confirmation of Booking Form sent by return from the Booking Officer to the Hirer.

##### **(ii) Regular Hire**

Regular hirers will be subject to a 2-month probationary period, following which the Village Hall may at

its discretion decide to renew or cancel the Hiring Agreement. During any regular hire period the Village Hall may, subject to 2 months notice to the Hirer, suspend the hire on an occasional basis in order to allow other organisations, who might otherwise be prohibited from using the Hall, to hire the Hall for a specific event. In any of the circumstances described above, the Village Hall undertakes to refund to the regular hirer any hire fees relating to the cancelled period(s) of hire, but no further monies will be paid for any actual or presumed loss of profit or for any other cause. Hirers are required to give the Booking Officer a minimum of 6 weeks notice either of occasional cancellation, or termination of the Hiring Agreement.

**(iii) Hire Period**

The hiring period shall be between the times specified in the Confirmation of Booking document. The Hirer should include time needed for preparation and clearing up in establishing the total period of hire required. The hirer is responsible for making sure that the Village Hall is not left unattended and/or unsecured at any time during, or at the end of the hire period. Hirers will not be allowed access to the Hall before the hire start unless with the approval of the Booking Officer. Adequate time should be allowed at the end of events to ensure that the Village Hall is vacated at or before the end of the hire period, so as not to interfere with the needs of other users and to observe the Public Entertainment Licence Conditions for hours of use. Any additional time outside the specified period required for preparation and/or clearing up shall only be permitted with the confirmation of the Bookings Officer

**23. End of hire**

You must follow the Instructions with regard to the End of Hire. Should these not be followed the Village Hall shall be at liberty to make an additional charge.

**24. 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. 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.

**25. No rights**

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