SHROTON VILLAGE HALL

 Reg. Charity No.279297

Standard Conditions of Hire Policy.

If the Hirer is in any doubt as to the meaning of any of the conditions, the Booking Officer should be consulted immediately. campbellbriggs.t@gmail.com 01258 861178.

1. Definitions

For the purposes of these conditions, the term HIRER shall mean an individual hirer or, where the hirer is an organisation, the authorised representative. The Hirer must be over 18 years of age. The term COMMITTEE shall mean the Management Committee of the Shroton Village Hall.

2. Supervision

The Hirer will, during the period of the hiring, be responsible for supervision of the premises, the fabric and the contents; their care, 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.

The Village Hall is licenced for 85 seated and 100 people standing.

As directed by the Hall Secretary, 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.

The Committee reserves the right to enter the premises at any time to verify that proper supervision is being exercised or for any other purpose.

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 purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.

The Hirer shall comply with all requirements and recommendations

contained in the Hall’s Information for Hirers document.

sent by the bookings officer:

campbellbriggs.t@gmail.com

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4 Risk Assessments

The Hirer must assess any risks which may arise from the activities which will take place during the hire period and must ensure that everyone attending is aware of the steps necessary to mitigate the risk of injury or damage.

Commercial hirings are required to send a copy of the risk assessment to the Bookings Secretary when returning the hiring agreement to: campbellbriggs.t@gmail.com

5. Insurance & Indemnity

The Hirer shall be liable for:

• 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

• all claims, losses, damages and costs made against or incurred by the 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 use of the premises (including the storage of equipment) by the Hirer, and

• all claims, losses, damages and costs made against or incurred by the 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 by the Hirer, and

•the Hirer shall indemnify and keep indemnified accordingly each member of the Committee and the Village Hall’s employees, volunteers, agents and invitees against such liabilities.

The Hirer shall indemnify the committee for the cost of repair of any damage done to any part of the property including the curtilage thereof or the contents of the buildings which may occur during the period of the hiring as a result of the hiring.

The Hirer shall be responsible for making arrangements to insure against any third-party claims which may lie against him or her (or the organisation if acting as a representative) whilst using the Hall.

PLEASE NOTE ALL BREAKAGES TO BE PAID FOR £2 PER ITEM.

Please report breakages to the Bookings Secretary or write into the book in the kitchen.

campbellbriggs.t@gmail.com 01258861178.

The Committee is insured against any claims arising out of its own negligence.

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6. Sale of alcohol.

The hirer must inform us at the time of booking if alcohol is to be consumed at the hall, whether alcohol is for sale or not. If alcohol is consumed, the hirer must take responsibility to prevent underage drinking. No alcohol can be served to or consumed by under 18s on or around the premises.

Public nuisance and dangers to health from over-consumption.

If alcohol is to be sold at an event, the Hirer, with the prior agreement of the Trustees and having paid a licence fee, shall be responsible for the sale, supply or consumption of alcohol in accordance with that licence and with any restrictions imposed by the Trustees.

The agreement will state specific conditions which the hirer must adhere to in the form of Guidance Notes for Licensed Use of Shroton Village Hall.

The Management Committee reserve the right to make spot checks to ensure that these conditions are being observed and will end events if they are breached.

Alternatively, the Hirer can obtain a Temporary Event Notice (TEN) for the sale of intoxicating liquor.

The Hirer may not apply for a TEN without the prior written permission of the Committee.

7. Drunk and disorderly behaviour and supply of illegal drugs.

The Hirer shall ensure that in order to avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. No illegal drugs may be 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.

8. 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.

9. Music Copyright Licensing.

For public performances, the Hirer is required to hold the relevant licences from Performing Right Society (PRS) and the Phonographic Performance Licence (PPL).

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10. Film.

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. The Hirer should ensure that he/she has the appropriate copyright licences for film.

11 Compliance with the Childcare Act 2006.

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable groups Act 2006 and only fit and proper persons who have passed the appropriate Disclosure and Barring Service (DBS) checks should have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities.

The Hirer shall provide the Bookings Secretary with a copy of their DBS check and Child Protection Policy on request.

12 Public Safety Compliance.

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Local Magistrates' Court 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 will ensure that he/she is aware of the location of the hall’s fire safety equipment, escape routes and evacuation procedures. The Hirer shall also comply with the hall’s health and safety policy.

Information posters displayed around the hall.

The Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to the

Bookings Secretary.

13 Noise.

The Hirer shall ensure that no loud or amplified music is played outside the hall building at any time and that noise levels are kept to a minimum from 11pm and on arrival and departure so that the neighbours are not disturbed. The Hirer must adhere to the Halls Premises Licence available from the Bookings Officer.

14 Health and Hygiene.

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.

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15 Electrical Appliance Safety.

The Hirer shall ensure that any electrical appliances brought by him to the premises and used there shall be safe and in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989.

16 Stored equipment.

The Committee 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 or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed. Unless the Hirer has organised a different storage arrangement with the Committee.

Failure by the Hirer to remove any property brought on to the premises for the purposes of the hiring may result in the 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.

17 Smoking.

The Hirer shall, and shall ensure that the provisions of the Health Act 2006 and regulations made thereunder regarding the prohibition of smoking in public places are observed. 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 and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

18 Accidents and Dangerous Occurrences.

The Hirer must report all accidents involving injury to the public to a member of the Committee as soon as possible. They must complete the Accident Book located in the cupboard signed as First Aid in the kitchen.

Any failure of equipment either that belonging to the hall or brought in by the hirer must also be reported as soon as possible. Certain types of accident or injury must be reported to the Health & Safety Executive.

Please report these to the Bookings Secretary, as soon as possible campbellbriggs.t@gmail.com

01258 861178

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19 Explosives and Flammable Substances.

The Hirer shall ensure that highly flammable substances including fireworks are not brought into, or used in any part of the premises or grounds and that no internal decorations of a combustible nature shall be erected. No decorations are to be put up near light fittings or heaters.

20 Heating.

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the management committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

21 Animals.

The Hirer shall ensure that no animals (including birds) except assistance dogs are brought into the hall, other than for a special event agreed to by the Committee. No animals whatsoever are to enter the kitchen at any time.

22 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 Hall, and shall indemnify the Committee accordingly against all action, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

23. WiFi Services

When using the WiFi service you agree at all times to be bound by the following provisions:

(i) not to use the WiFi 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 WiFi

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 WiFi service security procedure confidential and not

to disclose it to any third party.

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24. Termination of the WiFi service

We have the right to suspend or terminate our WiFi 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 WiFi service;

(iii) if, in our opinion, you are involved in fraudulent or unauthorised use

of out WiFi.

iv) if you resell access to our WiFi service; or

(v) if you use our WiFi service in contravention of the terms of these

Standard Conditions.

25. Availability of WiFi Services

(i) 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.

(ii) It is your responsibility to ensure that any WiFi enabled device

used by you is compatible with our WiFi service and is switched on.

The availability and performance of our WiFi service is subject to all

memory, storage and any other limitations in your device. Our WiFi

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 WiFi 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 WiFi service. Network speed is no

indication of the speed at which your WiFi enabled device or our WiFi

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

WiFi service.

(ii) We may process all information about you which is provided in

relation to our WiFi service in accordance with your legal rights under

the Data Protection 1998 and solely for the purposes of offering the

WiFi service.

(iii) By using our WiFi service, you agree to the terms of this

clause

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If you would like more information or object

to anything in these conditions, you should speak to:

Tracy Briggs Booking Officer

campbellbriggs.t@gmail.com

When using the WiFi service the Hirer agrees at all times to be bound

by the following provisions:

(a) not to use the WiFi service for any for the following purposes:

(i) disseminating any unlawful, harassing, libellous, abusive,

threatening,harmful,vulgar, obscene or otherwise objectionable

material or otherwise breaching any laws;

(ii) transmitting material that constitutes a criminal offence or

encourages conduct that constitutes a criminal offence, results in

civilliability or otherwise breaches any applicable laws, regulations or

code of practice;

(iii) interfering with any other persons use or enjoyment of the WiFi

service; and

(iv) making, transmitting or storing electronic copies of material.

27. Privacy and Data Protection

Shroton Village Hall

Management committee

Notes protected by copyright without permission of the owner

(b) to keep any username, password, or any other information

which forms part of the WiFi service security procedure

confidential and not to disclose it to any third party.

28. 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.

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29 Cancellation by Hirer.

If the Hirer wishes to cancel the booking up to one month before the date of the event, the Committee will be entitled to charge 25% of fees due. If the Hirer wishes to cancel the booking within one month of the date of the event, the Committee will be entitled to charge 100% of fees due. The payment or the repayment of the fees due in mitigating circumstances shall be at the discretion of the Committee.

30. Cancellation by the Committee.

The Committee reserves the right to cancel this hiring in the event of:

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

(b) the committee reasonably considering that (i) such hiring will lead to a breach of licensing conditions, if

applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place

at the premises as a result of this hiring.

(c) the premises becoming unfit for the use intended by the Hirer.

(d) 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.

(e) Administrative error

In any such case the Hirer shall be entitled to a refund of any monies already paid, but the Committee shall not

be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

31.Refusal of Booking.

The Committee reserves the right to refuse a booking without giving reason.

32.End of Hire.

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition. All rubbish & bottles should be taken home, the hall properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the committee shall be at liberty to make an additional charge. The Hirer shall be responsible for the safe custody of keys and for returning them to the Bookings Secretary or nominated deputy, or secure lockable storage.

CHECKLIST BEFORE LEAVING THE HALL

KETTLES EMPTIED & UNPLUGGED ?

COOKER TURNED OFF ?

COFFEE MACHINE SWITCHED OFF?

ALL SOCKETS TURNED OFF ?

ALL WINDOWS SHUT ?

RUBBISH FROM KITCHEN AND TOILETS, EMPTIED AND READY TO TAKE HOME ?

TURN OFF TAPS IN TOILETS?

WATER HEATER TURNED OFF??

ALL DOORS LOCKED?

ALL LIGHTS OFF?

WiFi ROUTER LEFT ON?

OUTSIDE LIGHT SWITCH LEFT ON?

33.No alterations.

No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of the Committee. Any alteration, fixture or fitting or attachment so approved must

be removed by the Hirer at the end of the hiring who must make good to the satisfaction of the Committee any damage caused to the premises by such removal. Any alteration, fixture or fitting or attachment left in the village hall beyond the hiring agreement will be kept or disposed of as the Committee sees fit and any expenses incurred charged to the hirer.

34.No Rights.

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

35.Contravention of the Standard Conditions of Hire.

The Hirer is responsible for ensuring these conditions are observed. If these conditions are contravened by the hirer or others, the Committee shall be at liberty to retain the damages deposit or make an additional charge at its discretion.

Confirm you understand and agree

Name…………………………………………………………………………………………………………

Date………………………………

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