Watchfield Village Hall CIO

Standard conditions of hire

These conditions apply to all hiring of the village hall. If you are in any doubt as to the meaning of the following, you must seek clarification from us without delay.

1. <u>Age</u>

You must be a person of at least 18 years of age.

2. Supervision

During the period of the hiring, you must accept responsibility for:

- 1. supervision of the premises, the fabric and the contents,
- 2. care of the premises, safety from damage however slight or change of any sort; and
- 3. the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking.

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) for any purpose other than that described in the booking form 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.

4. Outside Providers

You must ensure that all outside service providers have their own Public Liability Insurance. You are required to provide a copy of the insurance policy to us as part of your conditions of hire. Failure to do so will render the hiring void and enable us to rehire the premises to another hirer.

5. Indemnity

You agree to indemnify us for the cost of repair of any damage done to any part of the premises including the curtilage thereof and to the contents of the building that may occur during the period of the hiring as a result of the hiring and for any failure to secure any licences or other statutory requirements. You shall be responsible for any third party claims that may arise as a result of the hiring.

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

7. Licences

The Village Hall holds licences under the Performing Right Society (PRS) which covers copyright of material, and the Phonographic Performance License (PPL).

The village Hall does not hold a licence for the sale of Alcohol. If you wish to have a retail bar at your event, you have to submit a Temporary Events Notice (TENS) to the licensing authority (Vale of White Horse District Council). There is an annual limit on TENS and the Village Hall utilises these for Community Fund Raising Events. **You** therefore **must** seek **our** permission to apply for TENS.

8. 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).

You must ensure that any activities for children under 8 years of age comply with any legislation current at the date of the hiring. Youth organisations using the Village Hall must have adequate adult supervision.

9. Public Safety Compliance

You must comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Licensing Authority, the Village 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.

You acknowledge that you understand what action is to be taken in the event of a fire, this includes calling the Fire Brigade and evacuating the hall and notifying the Chairman of the Management Committee:

- 1. The location and use of fire equipment.
- 2. The importance of keeping all means of exit from the premises free from obstruction and immediately available for instant free public exit, including ensuring fire exit doors are not wedged open and that no obvious fire hazards have been introduced.
- 3. Escape routes and the need to keep them clear.
- 4. Method of operation of escape door fastenings.

- 5. Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
- 6. That the emergency lighting supply illuminating all exit signs and routes must be turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

Please familiarise yourself with the **Fire Emergency Plan**. The Fire Emergency Plan can be found on the notice board in the foyer of the village hall.

10. <u>Noise</u>

You must ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. If using sound amplification equipment, you must make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

11. Drunk and Disorderly Behaviour and Supply of Illegal Drugs

You must ensure that in order to avoid disturbing neighbours to the village hall and avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way must be asked to leave the premises. No illegal drugs may be brought onto the premises.

12. Food, Health, Hygiene and Use of Kitchen

If preparing, serving or selling food, you must 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. Please keep the kitchen clean and tidy. Please take your party waste with you when you leave. **No animals** or **children** whatsoever are to enter the kitchen at any time.

13. Spillages

Please clear up any spillages immediately, and clear up any mess at the end of hire. The cleaning cupboard is opposite the ladies toilets.

14. Electrical Appliance Safety

You must ensure that any electrical appliances brought by you on to the premises and used there shall be safe, in good working order, and operated in a safe manner.

15. 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 fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

16. Smoking

Smoking, including vaping, is **NOT** allowed on the premises.

17. Accidents and Dangerous Occurrences

You must record in the Accident Book and report to us all accidents involving injury as soon as possible. Any failure of equipment belonging to the Village Hall or brought in by you must also be reported. Certain types of accident or injury must be reported on a special form to the Local Authority. The Hall Chairman will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

- 1. Location of the First Aid Box: Kitchen
- 2. Location of the Accident Book: Hall Foyer Notice Board

18. Explosives and Flammable Substances

You must ensure that:

- 1. Highly flammable substances are not brought into or used in any part of the premises.
- 2. No internal decorations of a combustible nature are erected without our consent. No decorations are to be put up near light fittings or heaters.

Fireworks are not allowed.

19. <u>Heating</u>

You must ensure that no unauthorised heating appliances shall be used on the premises without our consent. You must not use portable liquefied propane gas (LPG) heating appliances.

20. Animals

You must ensure that any animals are kept under control. Dogs must be on a lead at all times, except with the permission of the Committee. We reserve the right to ask you to remove any animal for any reason.

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 premises, and shall indemnify and keep us indemnified 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

If selling goods on the premises, you must comply with Fair Trading Laws and any code of practice used in connection with such sales.

23. WiFi Services

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

- 1. Not to use the WiFi service for any of 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 or encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaching any applicable laws, regulations or code of practice.
 - c) interfering with any other persons use or enjoyment of the WiFi; or
 - d) Making, transmitting or storing electronic copies of material protected by copyright without permission of the owner.
- 2. 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.

24. Termination of the WiFi Service

We have the right to suspend or terminate the WiFi service immediately in the event that there is any breach of any of the provisions of these Standard Conditions and/or Special Conditions including without limitation:

- 1. if you use any equipment which is defective or illegal,
- 2. if you cause any technical or other problems to our WiFI service,
- 3. if, in our opinion, you are involved in fraudulent or unauthorised use of our WiFi service,
- 4. If you resell access to our WiFi service; or
- 5. If you use our WiFi service in contravention of the terms of the Standard and/or Special Conditions.

25. Availability of WiFi Services

1. 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 the WiFi service will be fault-free or accessible at all times,

- 2. It is your responsibility to ensure that any WiFi enabled device used by you is compatible with the WiFi service and is switched on. The availability and performance is subject to all memory, storage and any other limitations in your device. The WiFi service is only available to your device when it is within the operating range of our village hall.
- 3. 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 at 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

Watchfield Village Hall C.I.O is committed to protecting your privacy. We will only use the information you have provided to manage hall bookings, finances and events. Financial records will be kept for a minimum of 7 years.

27. Cancellation

If you wish to cancel the booking 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:

- 1. the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election
- 2. the premises being required for use for a local community need
- 3. 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
- 4. the premises becoming unfit for the use intended by the Hirer
- 5. 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.

Where the village hall cancels the booking, 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.

28. End of Hire

You are responsible for leaving the premises and surrounding area in a clean and tidy condition, no later than the hire finishing date/time, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions must be properly replaced, otherwise we shall be at liberty to make an additional charge.

29. 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 Hall Chairman. Any alteration, fixture or fitting or attachment so approved shall at our discretion remain in the premises at the end of the hiring. It will become the property of the village hall unless removed by you, and you must make good, to the satisfaction of the hall, of any damage caused to the premises by such removal.

30. No Rights

The booking form constitutes permission only to use the premises and confers no tenancy or other right of occupation on you.

Updated September 2024.