

Standard conditions of hire (Inkpen Village Hall)

If you are in any doubt as to the meaning of any of the conditions you must seek clarification from us 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 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; and
- (iv) as directed by the Hall Secretary, making good or paying 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 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 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.

4. Insurance and indemnity

a) The hirer is liable for:-

- (i) 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
- (ii) the cost of repair of any damage (including accidental and malicious damage) done to our service
- (iii) 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 the use of the premises (including the storage of equipment) or our service by you, and
- (iv) 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 the use of the premises or our Wi-Fi service by you, and

subject to sub-clause (b), you are advised to indemnify the village hall against such liabilities.

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

- (i) any insurance excess incurred and

(ii) the difference between the amount of the liability and the monies received under the insurance policy.

- c) Where we do not insure against the liabilities described in sub-clauses (a) iii) and iv) above, you must take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to our hall secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the hall secretary to rehire 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. Music copyright licensing

You must ensure that you hold the relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL). The village hall does not hold this licence.

7. 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 requires you to have our written permission to show a film).

8. Childcare Act 2006

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).

9. Public safety compliance

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 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 the hall's health and safety policy.

You must call the Fire Service to any outbreak of fire, however slight, and details must be given to the secretary of the management committee.

(a) You acknowledge that you 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. (By receipt of diagram of location with handover of keys.)
- 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.

- (b) In advance of any activity whether regulated entertainment or not you must check the following items:
- That all fire exits are unlocked and panic bolts 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.
 - That the emergency lighting supply illuminating all exit signs and routes is turned on during the whole of the time the premises are occupied (Note: this is operated by an automatic mains failure switching device and hence does not need to be checked).

11. Noise

You must ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. You must, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises. Where an event continues later than 23:00 hours you must ensure that all windows (including roof lights) and doors are kept closed after this time.

12. 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.

13. Supply of Alcohol

Where permission has been given for an event at which alcohol is to be served (whether or not a charge is to be made for its supply), you are responsible for ensuring it is not consumed by persons under the age of 18. You must implement a Challenge 25 policy (ie if the person to whom alcohol is to be supplied for consumption appears to be under the age of 25 years, proof that that person is over 18 years of age must be shown).

14. 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 but not a thermometer.

15. 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 used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided you **must** make use of it in the interests of public safety.

16. 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.

We may at 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:

- (a) Your failure either to pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended.
- (b) Your failure to dispose of any property brought on to the premises for the purposes of the hiring.

17. Smoking

You must comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. We will ask any person who breaches this provision to leave the premises. You must 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

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. You must report certain types of accident or injury on a special form to the Incident Contact Centre. Our 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).

19. Explosives and flammable substances You must ensure that:

- (a) Highly flammable substances are not brought into, or used in any part of the premises and that
- (b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are erected without our consent. No decorations are to be put up near light fittings or heaters.
- (c) Naked flames must be restricted to birthday cake candles or similar.

20. Heating

You must ensure that no unauthorised heating appliances are used on the premises when open to the public without our consent. Portable Liquefied Propane Gas (LPG) heating appliances must not be used. Hot water and heating for the premises is programmed to operate according to usage and ambient temperature. Please do not attempt to tamper with the heating controls without advice.

21. Animals

You must ensure that Guide dogs, Hearing dogs and assistance dog owners are allowed on the premises. Otherwise you must ensure that no animals (including birds) are brought into the premises, other than for a special event agreed to by us. No animals whatsoever are to enter the kitchen at any time.

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 us 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 your prosecution 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. Wi-Fi Service

When using the Wi-Fi service, you always agree 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 person's 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.

28. Cancellation

If you wish to cancel the booking before the date of the event and we are unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at our discretion, however we will work on a sliding scale as below:

- Over 3 months' notice of cancellation will result in a full refund of monies paid
- 1- 2 months' notice of cancellation will result in a full refund of deposit plus half of any extra paid over the deposit
- Less than 1 months' notice of cancellation will result in no return of deposit.

Special circumstances shall be viewed individually by the committee.

We reserve the right to cancel this hiring by giving you written notice 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) Our 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 your intended use.
- (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.

In any such case you would 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.

29. 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. In particular, the hirer must check lights, taps, windows, heaters and cooking equipment. All rooms including toilets must be left in a reasonable clean state. This means swept with any spillages wet-mopped up – please do not use any detergents on the wooden floor. Mops, brooms and buckets shall be left clean. These can be found in the cupboard to the right of the main entrance.

30. 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.

31. No rights

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

32. Standard Terms & Conditions Appendix - Inkpen Village Hall - Special Conditions of Hire during COVID-19, Note: These conditions are supplemental to, not a replacement for, the hall's ordinary conditions of hire

SC1:

You, the hirer, will be responsible for ensuring those attending your activity or event comply with the COVID-19 Secure Guidelines while entering and occupying the hall, as displayed at the hall entrance, in particular using the hand sanitiser supplied when entering the hall and after using tissues.

SC2:

You undertake to comply with the actions identified in the hall's risk assessment, of which a copy can be viewed at the hall and/or our website. www.inkpenvillagehall.org

SC3:

EITHER: You will be responsible for cleaning door handles, light switches, window catches, equipment, toilet handles and seats, wash basins and all surfaces likely to be used during your period of hire **before** other members of your group or organisation arrive and to keep the premises clean through regular cleaning of surfaces during your hire, paying particular attention to wash hand basins and kitchen sinks (if used), using either the products supplied (which will be in a clearly accessible location) or your own ordinary domestic products. You will be required to clean again on leaving.

Please take care cleaning electrical equipment. Use cloths - do not spray!

SC4:

You will make sure that everyone likely to attend your activity or event understands that they **MUST NOT DO SO** if they or anyone in their household has had COVID-19 symptoms in the last 48 hours, and that if they develop symptoms within 10 days of visiting the premises they **MUST** use the Test and Trace system to alert others with whom they have been in contact. They **MUST** get a COVID-19 antigen test.

SC5:

You will keep the premises well ventilated throughout your hire, with windows and doors (except fire doors) open as far as convenient. You will be responsible for ensuring they are all securely closed on leaving.

SC6:

You will ensure that no more than [according to government guidelines at time of hire] people attend your activity/event, in order that social distancing can be maintained. You will ensure that everyone attending maintains 2m social distancing while waiting to enter the premises, observes any one-way system within the premises, and as far as possible observes social distancing of 1m plus mitigation measures when using more confined areas (e.g. moving and stowing equipment, accessing toilets) which should be kept as brief as possible. You will make sure that no more than one person uses each suite of toilets at one time.

SC7:

You will take particular care to ensure that social distancing is maintained for any persons aged 70 or over or likely to be clinically more vulnerable to COVID-19, including for example keeping a 2m distance around them when going in and out of rooms and ensuring they can access the toilets, kitchen or other confined areas without others being present. For some people, passing another person in a confined space is less risky, but for older people that should be avoided.

SC8:

You will position furniture or the arrangement of the room as far as possible to facilitate social distancing of 2m between individual people or groups of up to two households or 1m with mitigation measures such as: seating side by side, with at least one empty chair between each person or household group, rather than face-to-face, and good ventilation. If tables are being used, you will place them so as to maintain social distancing across the table between people from different household groups who are face-to-face e.g. using a wide U-shape.

SC9:

You are asked to keep a record of the name and contact telephone number or email of all those who attend in the provide book for your event for a period of 3 weeks after the event and provide the record to NHS Track and trace if required. (People are not obliged to provide details)

SC10:

You will be responsible for the disposal of all rubbish created during your hire, including tissues and cleaning cloths. [in the wheelie bin provided outside the hall as you leave]

SC11:

[You will encourage users to bring their own drinks and food] or [You will be responsible, if drinks or food are made, for ensuring that all crockery and cutlery is washed in hot soapy water, dried and stowed away. You will bring your own clean tea towels, so as to reduce risk of contamination between hirers, and take them away. We will provide washing up liquid and washing up cloths.]

SC12:

We will have the right to close the hall if there are safety concerns relating to COVID-19, for example, if someone who has attended the hall develops symptoms and thorough cleansing is required or if it is reported that the Special Hiring Conditions above are not being complied with, whether by you or by other hirers, or in the event that public buildings are asked or required to close again. If this is necessary, we will do our best to inform you promptly and you will not be charged for this hire.

SC13:

In the event of someone becoming unwell with suspected Covid-19 symptoms while at the hall you should remove them to the designated safe area which is outside the hall by the bench. Provide tissues and a bin or plastic bag, and a bowl of warm soapy water for handwashing. Ask others in your group to provide contact details if you do not have them and then leave the premises, observing the usual hand sanitising and social distancing precautions, and advise them to launder their clothes when they arrive home.

SC15: In order to avoid risk of aerosol or droplet transmission you must take steps to avoid people needing to unduly raise their voices to each other, e.g. refrain from playing music or broadcasts at a volume which makes normal conversation difficult.

SC16:

Other special points as appropriate.

E.g. Where a sports, exercise or performing arts activity takes place:

[You will organise your activity in accordance with guidance issued by the relevant governing body for your sport or activity]

E.g. Where a group uses their own equipment:

[You will ask those attending to bring their own equipment and not share it with other members] or [You will avoid using equipment, which is difficult to clean, as far as possible.

You will ensure that any equipment you provide is cleaned before use and before being stored in the hall's cupboards].

SC 17:

You will encourage all those attending your activity to wear a face covering unless an exemption or other government guidance applies to the activity. A face covering is not required when people are eating or drinking but they should be seated.