

Terms and Conditions of Hire for The Ashwick and Oakhill Village Hall

Important! The Terms and Conditions on this page are a simplified summary of most (but not all) of the more detailed and legally binding Terms and Conditions on pages 2 to 8 of this document.

The Hirer must:

- Be 18 or older and present during the booked event.
- Pay for any damage or loss occurring as a result of the event.
- Use the premises only for the purpose described in the booking request (no sub-hiring).
- Obtain all necessary licenses and Temporary Events Notices (TENs).
- Obtain written permission from us to sell alcohol (no under 18s).
- Be familiar with the Village Hall's fire safety procedures.
- At the end of the hire, remove all property that has been brought onto the premises.
- At the end of the hire, remove all rubbish and recycling (there is no Village Hall bin collection).
- Report any accidents in the Village Hall's accident book and inform us of what happened.
- Ensure that any equipment hired from the Village Hall is returned to its correct place (hirer is liable for any loss or damage).

Other Village Hall Rules:

- No smoking anywhere inside the Village Hall.
- No flammable substances or LPG heaters allowed.
- No gambling.
- No bouncy castles allowed inside.
- Noise must be kept to a minimum, especially when arriving or departing. Music must be turned off by 1130pm.
- No consumption of alcohol by under 18s.
- No consumption of excessive amounts of alcohol.
- No illegal drugs allowed on the premises.
- No fireworks without written permission. No sky lanterns or open air release of helium balloons.
- WiFi not to be used for immoral or illegal purposes.
- No fixing of decorations, posters etc to the walls (except where hooks have been installed specifically for that purpose). No sellotape or blu tack on the walls!
- Any electrical appliances must be in good working order and used in a safe manner.
- All relevant food health and hygiene legislation and regulations must be followed when preparing, serving or selling food.
- The Village Hall must be vacated by midnight and keys returned to the key safe by 0015.

Cancellation:

- If the hirer wishes to cancel the the booking before the date of the event and we are unable to conclude a replacement booking, we may at our discretion, either return any monies paid or require payment of the full hire fee.
- We reserve the right to cancel the Village Hall booking in case of unforeseen circumstances such as (1) the hall is required for use as a polling station, (2) damage to the hall or (3) emergency use of the hall is required in the event of an accident or disaster.

Terms and Conditions of Hire for The Ashwick and Oakhill Village Hall

Throughout these Terms and Conditions:

- The Ashwick and Oakhill 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" means the person or organisation acknowledging that they have read and agreed to these Terms and Conditions of Hire and includes the members of any associated management committee, employees, volunteers, agents and invitees.
- The "Premises" means the Ashwick and Oakhill Village Hall, Car Park and Recreation Ground
- Where the Hirer must seek our consent, tell us about something or give us something, the Hirer must speak to and seek consent from the Bookings Secretary or, if the Bookings Secretary is not available, any of our charity trustees.

If the Hirer is in any doubt as to the meaning of any of the Terms and Conditions, clarification must be sought from us without delay.

A list of the clauses in these Terms and Conditions is shown below:

1. Age
2. Supervision
3. Use of Premises
4. Access to The Premises
5. Insurance and Indemnity
6. Cancellation
7. Deposits
8. Gaming, Betting and Lotteries
9. Music Copyright Licensing
10. Music
11. Licenses
12. Film
13. Safeguarding Children, Young People and Adults at Risk
14. Public Safety Compliance
15. Noise
16. Drunk and Disorderly Behaviour and Supply of Illegal Drugs
17. Food, Health and Hygiene
18. Electrical Appliance Safety
19. Stored Equipment
20. Smoking
21. Accidents and Dangerous Occurrences
22. Explosives and Flammable Substances
23. Heating
24. Animals
25. Fly Posting
26. Sale of Goods
27. WiFi Services
28. Termination of the WiFi Service
29. Availability of WiFi Service
30. End of Hire
31. No Alterations
32. Equipment Hire
33. Bouncy Castles and Inflatables
34. Fireworks, Sky Lanterns and Balloons
35. Temporary Equipment on Recreation Ground
36. Car Park
37. No Rights

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 conditions under this Agreement relating to management and supervision of the Premises are met.

2. Supervision

During the period of the hiring, the Hirer is responsible for:

- (i) supervision of the Premises, the fabric and 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. Note that the car park is not for the exclusive use of the Hirer.

As directed by us, the Hirer 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

The Hirer must not use the Premises for any purpose other than that described in the Booking Request 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 sale of alcohol without our written permission.

4. Access to the Premises

Keys for the Village Hall are kept in a key safe at the rear entrance of the hall. The combination of the key safe will be advised to the Hirer in advance of the booked event as the combination is changed on a regular basis. The key safe combination must be kept confidential by the Hirer and not forwarded or released to anyone else.

5. Insurance and Indemnity

- (i) The Hirer is liable for:
 - (a) costs arising from accidental and malicious loss or damage and for loss or damage arising out of the Hirer's 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 the Hirer's negligence done to our WiFi service (if any).
 - (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 the Hirer's use of the Premises (including the storage of equipment) and the use of our WiFi service (if any).
 - (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 the Hirer's use of the Premises and/or the use of our WiFi service (if any), and subject to sub-clause (ii), the Hirer 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, at 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 incurred but the Hirer 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, the Hirer 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 the Bookings Secretary. If the Hirer fails to produce such policy and evidence of cover, we will cancel this Agreement and re-hire the Premises to another hirer.

6. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and we are unable to conclude a replacement booking, we may at our discretion, either return any monies paid or require payment of the full hire fee.

We reserve the right to cancel the hiring 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) our 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 Hirer's intended use;
- (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 we will not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

7. Deposits

A 'Damage Deposit' will be considered where the proposed event is of sufficient size or character that a damage deposit is appropriate. The balance of any Damage Deposit will be refundable within 14 days of the end of the event.

A 'Cleaning Deposit' may be required for one-off bookings, at the discretion of the village hall committee. This is to cover the cost of professional cleaning in the event that the premises are not left in a satisfactory state. The committee members are unpaid volunteers and it is unreasonable to expect them to clean the premises after a booked event. The cleaning deposit (less any cleaning costs incurred) will be returned to the Hirer within 7 days of the booked event.

8. Gaming, Betting and Lotteries

The Hirer must 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

The Village Hall has a music license (TheMusicLicence) from PPL PRS Ltd, the joint venture between Phonographic Performance Limited (PPL) and the Performing Right Society (PRS).

10. Music

The Hirer must have our written permission for performance of live music and the playing of recorded music under the Deregulation Act 2015. Acceptance of these Terms and Conditions confers that permission.

11. Licenses

The Hirer shall be responsible for obtaining all necessary licenses and Temporary Events Notices (needed for the sale of alcoholic liquor and for gaming and gambling) including those required for regulated activities involving children or vulnerable adults. The Hirer shall ensure compliance with such licenses, and the regulations made by the Fire Authority, Local Authority, Police, Local Magistrates Court, or any other statutory authority. The hirer must also obtain written permission from us to sell alcohol. The Hirer is responsible for ensuring that alcohol is not given to anyone under the age of 18 in any circumstance.

12. Film

The Hirer must restrict children from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. The Hirer must be in possession of the appropriate copyright licences for film. This Agreement confers the required permission on the Hirer (the Deregulation Act 2015 requires the Hirer to have our written permission to show a film).

13. Safeguarding Children, Young People and Adults at Risk

The Hirer 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, the Hirer must provide us with a copy of the Safeguarding Policy and evidence that relevant checks have been carried out 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.

14. Public Safety Compliance

The Hirer must comply with all conditions and regulations made in respect of the Premises by the Local Authority, the Licensing Authority, 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 must call the Fire Service to any outbreak of fire, however slight, and contact us with the details as soon as possible. Please note that the Village Hall does not have a land line, so calls must be made from a mobile phone.

(i) The Hirer must be familiar with the following:

- 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 (ensure that they are kept 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.
- First aid box locations (foyer and kitchen).

(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.
- That emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the Premises are occupied (if not operated by an automatic mains failure switching device).

15. Noise

The Hirer must ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer 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. Music must be turned off by 1130pm

16. Drunk and Disorderly Behaviour and Supply of Illegal Drugs

The Hirer must ensure that, 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.

17. Food, Health and Hygiene

The Hirer must, if preparing, serving, or selling food, observe all relevant food health and hygiene legislation and regulations. Specifically, dairy products, vegetables and meat on the Premises must be refrigerated and stored in compliance with the Food Temperature Regulations.

18. Electrical Appliance Safety

The Hirer must ensure that any electrical appliances brought to the Premises by the Hirer 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 the Hirer must make use of it in the interests of public safety.

19. 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 hire or we may, at our discretion, charge fees 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 the Hirer any costs we incur in storing and selling or otherwise disposing of the same, in any of the following circumstances:

- (i) the Hirer's 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) the Hirer's failure to dispose of any property brought on to the Premises for the purposes of the hire.

20. Smoking

The Hirer 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. The Hirer 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.

21. Accidents and Dangerous Occurrences

The Hirer must report to us as soon as possible any failure of our equipment or equipment brought by The Hirer. The Hirer must report all accidents involving injury to the public to us as soon as possible and complete the relevant section in our accident book (in the kitchen). The Hirer must report certain types of accident or injury on a special form to the HSE Incident Contact Centre. We will give assistance in completing this form and can provide contact details for the Incident Contact Centre. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

22. Explosives and Flammable Substances

The Hirer must 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.

23. Heating

The Hirer must ensure that no unauthorised heating appliances are used on the Premises when open to the public without our consent. The Hirer must not use portable liquefied propane gas (LPG) heating appliances.

24. Animals

The Hirer must ensure that Guide dogs, Hearing dogs and assistance dog owners are allowed on the Premises.

25. Fly Posting

The Hirer 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. A Hirer failing to observe this Condition may be prosecuted by the local authority.

26. Sale of Goods

The Hirer must, if selling goods on the Premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. Specifically, the Hirer 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.

27. WiFi Services

When using the WiFi service the Hirer agrees 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;
- (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.

28. 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 Terms and 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 our WiFi service;
- (iii) if, in our opinion, the Hirer is involved in fraudulent or unauthorised use of our WiFi service;
- (iv) if the Hirer resells access to our WiFi service;
- (v) if the Hirer use our WiFi service in contravention of these Terms and Conditions.

29. 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 the Hirer's requirements. We cannot guarantee that our WiFi service will be fault-free or accessible at all times.

(ii) It is the Hirer's responsibility to ensure that any WiFi enabled device used by the Hirer 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 the Hirer's device.

(iii) We are not responsible for data, messages, or pages that the Hirer 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 the Hirer's WiFi enabled device or our WiFi service sends or receives data. Actual network speed will vary based on configuration, compression and network congestion.

30. End of Hire

The Hirer is 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. All rubbish and recycling must be removed from the Premises (note that there is no bin collection at the Village Hall). The Premises should be vacated by all persons no later than midnight. Keys should be returned to their designated places no later than 0015.

31. 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 (except where hooks or other fixtures have been installed by us, specifically for that purpose) without our prior written approval. At 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 the Hirer removes them and the Hirer must make good to our satisfaction any damage the Hirer caused to the Premises by such removal.

32. Equipment Hire

Any equipment hired from us must be returned at the end of the hire period to its storage location in the same condition as when it was received. We must be informed immediately of any loss or damage to the hired equipment. The Hirer is liable for the cost of replacement or repair of any damage (including accidental and malicious damage) to the hired equipment.

33. Bouncy Castles and Inflatables

Due to the ceiling height (2.3m), bouncy castles are not allowed in the Village Hall. If the Hirer wishes to use a smaller inflatable that is suitable for the Village Hall and does not present a health and safety risk, please contact us to discuss, and obtain written permission. If the Hirer wishes to use a bouncy castle or similar inflatable outside on the recreation ground written permission must also be obtained from us. The Hirer must ensure that appropriate public liability insurance cover is in place for a bouncy castle or similar inflatable.

34. Fireworks, Sky Lanterns and Balloons

Fireworks may only be used with our written permission. The use of sky lanterns (Chinese lanterns) or the open air release of helium balloons is not allowed.

35. Temporary Equipment on Recreation Ground

If the Hirer wishes to bring property (for example, but not limited to: marquees, tents, gazebos, portaloos, barbecues, cooking equipment, tables, chairs) to the Recreation Ground, written permission must be obtained from us. The property must be removed as soon as possible after the end of the hire period. The 'Stored Equipment' provisions of clause 19 above apply to such property. The Hirer is reminded that the general public have access to the Recreation Ground at all times and that use of any part of the Recreation Ground is on a non-exclusive basis.

36. Car Park

The Village Hall car park is not for the exclusive use of the Hirer. We are not responsible for any loss, injury or damage sustained by vehicles and their contents left within the car park. Vehicles should not be left in the car park overnight without written permission.

37. No Rights

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