

If the Hirer is in any doubt as to the meaning of any of the Conditions, the Hirer must seek clarification from the Village Hall without delay.

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 Standard 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 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 the Village Hall, 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 (including the car park) 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 nor allow the consumption of alcohol without the Village Hall's written permission.

4. 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 the Village Hall's WiFi service
 - (c) all claims, losses, damages, and costs made against or incurred by the Village Hall, its 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 Hirer's use of the Village Hall's WiFi service, and
 - (d) all claims, losses, damages and costs made against or incurred by the Village Hall 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 the Village Hall's WiFi service, and subject to sub-clause (ii), the Hirer must indemnify the Village Hall against such liabilities.
- (ii) The Village Hall will take out adequate insurance to insure the liabilities described in sub-clauses (i)(a) and (b) above and may, in the Village Hall's discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (i)(c) and (d) above. The Village Hall will claim on its insurance for any liability the Hirer incurs but the Hirer must indemnify the Village Hall against:
 - (a) any insurance excess incurred and
 - (b) the difference between the amount of the liability and the monies the Village Hall receives under the insurance policy.
- (iii) Where the Village Hall does 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 Village Hall Bookings Manager. If the Hirer fails to produce such policy and evidence of cover, the Village Hall will cancel this Agreement and re-hire the premises to another hirer.

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

5. 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.

6. Music Copyright licensing

The Hirer must ensure that the Village Hall holds relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, the Hirer must hold such licence(s).

7. Music

The Hirer must have the Village Hall's written permission for performance of live music and the playing of recorded music under the Deregulation Act 2015. This Agreement confers that permission.

8. 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 ensure that the Hirer has the appropriate copyright licences for film. This Agreement confers the required permission on the Hirer. (The Deregulation Act 2015 requires the Hirer to have the Village Hall's written permission to show a film).

9. 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 the Village Hall with a copy of the Hirer's Safeguarding Policy and evidence that the Hirer has 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.

10. 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, and the Village Hall 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. The Hirer must also comply with the Village Hall health and safety policy.

The Hirer must call the Fire Service to any outbreak of fire, however slight, and give details to the Village Hall Bookings Manager.

- (i) The Hirer acknowledges that the Hirer has 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.
 - 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.
- (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 is turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

11. 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.

12. Drunk and disorderly behaviour and supply of illegal drugs

The Hirer 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. The Village Hall 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. Food, health and hygiene

The Hirer 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.

14. Electrical appliance safety

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

15. Stored equipment

The Village Hall 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 the Village Hall will charge fees each day or part of a day at the hire fee per hiring until the same is removed.

The Village Hall may, in its discretion, dispose of any items referred to below by sale or otherwise on such terms and conditions as the Village Hall thinks fit, and charge the Hirer any costs the Village Hall incurs 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 hiring.

16. Smoking

The Hirer must comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. The Village Hall 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.

17. Accidents and dangerous occurrences

The Hirer must report to the Village Hall as soon as possible any failure of the Village Hall's equipment or equipment brought in by the Hirer. The Hirer must report all accidents involving injury to the public to the Village Hall as soon as possible and complete the relevant section in the Village Hall accident book. The Hirer must report certain types of accident or injury on a special form to the Incident Contact Centre. The Village Hall Bookings Manager 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).

18. 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 the Village Hall's consent.
- (iii) No decorations are put up near light fittings or heaters.

19. Heating

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

20. Animals

The Hirer must ensure that no animals (including birds) except guide/hearing/assistance dogs are brought into the premises other than for a special event agreed by the Village Hall. No animals whatsoever are to enter the kitchen at any time.

21. 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 the Village Hall accordingly against all actions, claims and proceedings arising from any breach of this Condition. If the Hirer fails to observe this Condition the Hirer may be prosecuted by the local authority.

22. 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. In particular, 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.

23. 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 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 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.

24. Termination of the WiFi service

The Village Hall has the right to suspend or terminate its 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 the Hirer uses any equipment which is defective or illegal;
- (ii) if the Hirer causes any technical or other problems to the Village Hall WiFi service;
- (iii) if, in the Village Hall's opinion, the Hirer is involved in fraudulent or unauthorised use of the Village Hall WiFi service;
- (iv) if the Hirer resells access to the Village Hall WiFi service; or
- (v) if the Hirer uses the Village Hall WiFi service in contravention of the terms of these Standard Conditions.

25. Availability of WiFi Services

- (i) Although the Village Hall aims to offer the best WiFi service possible, the Village Hall makes no promise that the WiFi service will meet the Hirer's requirements. The Village Hall cannot guarantee that its 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 the Village Hall WiFi service and is switched on. The availability and performance of the Village Hall WiFi service is subject to all memory, storage and any other limitations in the Hirer's device. The Village Hall WiFi service is only available to the Hirer's device when it is within the operating range of the main hall.
- (iii) The Village Hall is not responsible for data, messages, or pages that the Hirer may lose or that become misdirected because of the interruptions or performance issues with the Village Hall WiFi service or wireless communications networks generally. The Village Hall may impose usage, or service limits, suspend service, or block certain kinds of usage in its sole discretion, to protect other users of the Village Hall WiFi service. Network speed is no indication of the speed at which the Hirer's WiFi enabled device or the Village Hall WiFi service sends or receives data. Actual network speed will vary based on configuration, compression and network congestion.

26. Privacy and Data Protection

- (i) The Village Hall may collect and store personal data through the Hirer's use of its WiFi service.
- (ii) The Village Hall may process all information about the Hirer which is provided in relation to the Village Hall WiFi service in accordance with the Hirer's legal rights under the Data Protection 1998 and solely for the purposes of offering the WiFi service.
- (iii) By using the Village Hall WiFi service, the Hirer agrees to the terms of this clause 26. If the Hirer would like more information or object to anything in these conditions, the Hirer should speak to the Hall Bookings Manager.

27. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the Village Hall is unable to conclude a replacement booking, the Village Hall may, in its complete discretion, return the deposit or require payment of the hire fee. The Hirer should refer to the Village Hall's Hiring Policy and Guidelines for applicable cancellation charges.

The Village Hall reserves the right to cancel this Agreement 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) the Village Hall 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 the Village Hall will not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

28. 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 the Village Hall may make an additional charge.

29. 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 without the Village Hall's prior written approval. In the Village Hall's discretion, any alteration, fixture or fitting or attachment which it has approved may remain in the premises at the end of the hiring. Such items will become Village Hall property unless the Hirer removes them and the Hirer must make good to the Village Hall's satisfaction any damage the Hirer causes to the premises by such removal.

30. No rights

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