



# **WOOLAVINGTON VILLAGE HALL**

## **POLICIES AND PROCEDURES**

# **STANDARD CONDITIONS OF HIRE**

## **Woolavington Village Hall Standard Conditions of Hire**

If you are in any doubt as to the meaning of any of the Conditions, you must seek clarification from us without delay. **When either signing a Hire Agreement or by clicking the appropriate acceptance box on the online Booking Request Form, you have stated how you have read and agree to these Conditions of Hire, our Privacy Policy, and the Additional Information Sheet for Hirers.**

### **1. Age**

You, not being a person under 18 years of age, hereby accept responsibility for always overseeing the premises 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, 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; and
- (iii) The behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements to avoid obstruction of the highway

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, if any) for any purpose other than that described in the Hire 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 our written permission.

### **4. Insurance and indemnity**

#### **4.1 You are liable for:**

- (a) The cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including its curtilage or its contents
- (b) The cost of repair of any damage (including accidental and malicious damage) done to our Wi-Fi service.
- (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 your use of the premises (including the storage of equipment) and your use of our Wi-Fi service, and
- (d) All claims, losses, damages, and costs made against or incurred by us because of any nuisance caused to a third party as a result of your use of the premises and/or the use of

WVH Standard Conditions of Hire V1.08 dated 01/07/24

our Wi-Fi service (if any), and subject to sub-clause (ii), you must indemnify us against such liabilities.

#### **4.2 Village Hall Insurances**

We will take out adequate insurance to ensure the liabilities described in sub-clauses 4.1(a) and 4.1(b) above and may, in our discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses 4.1(c) and 4.1(d) above. We will claim on our insurance for any liability you incur but you 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.
- (c) Where we do not insure the liabilities described in sub-clauses 4.1(c) and 4.1(d) above, you must take out adequate insurance to ensure such liability and on demand must produce the policy and current receipt or other evidence of cover to our Hall Secretary. If you fail to produce such policy and evidence of cover, we will cancel this Agreement and re-hire the premises to another hirer.
- (d) We are insured against any claims arising out of our own negligence.

#### **5. Sale of Alcohol**

The Village Hall is not licenced to sell or supply alcohol.

If you wish to supply alcohol at your event which is to be paid for either through a cash bar or through the sale of attendance tickets you will need to apply for a **Temporary Events Notice** issued by Somerset Council. Applications can be submitted online through the Somerset Council website. You must inform the Bookings Secretary of your intention to apply for a TEN by completing the relevant part of the HallWizard Booking Form.

If you are supplying alcohol which is not being sold during the event or has not been included in a ticket price prior to the event do not need a TEN.

#### **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. Music copyright licensing**

You must ensure that we hold relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, you must hold such licence(s).

#### **8. Music**

You must have our written permission for performance of live music and the playing of recorded music under the Deregulation Act 2015. This Agreement confers that permission.

#### **9. 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).

## **10. 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).

## **11. Public safety, Risk Assessment and compliance with fire regulations**

You must comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and our 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 our health and Safety Policy.

Where the public is involved, you must carry out a risk assessment for your activity and take appropriate action to mitigate any identified risks. We may ask to see your risk assessment prior to you using the hall.

You must call the Fire Service to any outbreak of fire, however slight, and give details to our Hall 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. (Include diagram of location when handing over 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:

- All fire exits are unlocked, and panic bolts are in good working order.
- All escape routes are free of obstruction and can be safely used for instant free public exit.
- No fire doors are not wedged open.
- Exit signs are illuminated.
- There are no fire-hazards on the premises.
- You conduct a fire safety briefing for all those involved in the activity taking place

## **12. Car Parking**

You must ensure that vehicles parking at the village hall use the car park provided and that the public highway is not obstructed in any way. Disabled parking is available and is marked appropriately. Cars must not be parked in such a way as to obstruct pedestrian access. All vehicles parking at the village hall is at owner's risk.

## **13. 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.

## **14. Drunk and disorderly behaviour and supply of illegal drugs**

You must ensure that to avoid disturbing neighbours of the hall and avoid violent or criminal behaviour:

- (a) No-one attending the event consumes excessive amounts of alcohol
- (b) 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.

## **15. Food, health, and hygiene**

You must, if preparing, serving, or selling food, observe all relevant food health and hygiene legislation and regulations. 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 and thermometer.

## **16. 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.

## **17. 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 we will charge fees each day or part of a day at the hire fee per hiring until the same is removed.

We may, in 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 seven 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.

## **18. 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.

## **19. 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 Bookings 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).

## **20. Explosives and flammable substances**

You must ensure that:

- a) Highly flammable substances are not brought into or used in any part of the premises.
- (b) No internal decorations of a combustible nature (e.g., polystyrene, cotton wool) are erected without our consent.
- (c) Candles are not permitted to be used in any area of the hall for any purpose whatsoever
- (d) **In particular, fireworks are not permitted in any part of the building, car park or adjacent playing fields at any time.**

## **21. Heating**

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

## **21. Animals**

Dogs, except for guide dogs, hearing dogs, assistance dogs and dogs taking part in organised dog shows are not allowed on the premises. Dog owners are responsible for ensuring their animals are kept under control and do not foul the premises or adjacent grounds.

## **23. 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 and keep indemnified us accordingly against all actions, claims and proceedings arising from any breach of this Condition. If you fail to observe this Condition you may be prosecuted by the local authority.

## **24. 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. 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.

WVH Standard Conditions of Hire V1.08 dated 01/07/24

## **25. Wi-Fi Services**

When using the Wi-Fi service, you always agree to be bound by the following provisions:

24.1 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 persons 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.

24.2 To keep any username, password, or any other information this forms part of the Wi-Fi service security procedure, confidential and not to disclose it to any third party.

## **26. Termination of the Wi-Fi service**

We have the right to suspend or terminate our Wi-Fi service immediately if there is any breach of any of the provisions of these Standard Conditions including without limitation:

- (a) If you use any equipment which is defective or illegal.
- (b) If you cause any technical or other problems to our Wi-Fi service.
- (c) If, in our opinion, you are involved in fraudulent or unauthorised use of our Wi-Fi service.
- (d) If you resell access to our Wi-Fi service; or
- (e) If you use our Wi-Fi service in contravention of the terms of these Standard Conditions.

## **27. Availability of Wi-Fi Services**

(a) Although we aim to offer the best Wi-Fi service possible, we make no promise that the Wi-Fi service will meet your requirements. We cannot guarantee that our Wi-Fi service will be always fault-free or accessible.

(b) It is your responsibility to ensure that any Wi-Fi enabled device used by you is compatible with our Wi-Fi service and is switched on. The availability and performance of our Wi-Fi service is subject to all memory, storage, and any other limitations in your device. Our Wi-Fi service is only available to your device when it is within the operating range of the main hall.

(c) 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 Wi-Fi 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 Wi-Fi service. Network speed is no indication of the speed at which your Wi-Fi enabled device, or our Wi-Fi service sends or receives data. Actual network speed will vary based on configuration, compression, and network congestion.

## **28. Privacy and Data Protection**

(a) We may collect and store personal data through your use of our Wi-Fi service.

(b) We may process all information about you which is provided in relation to our Wi-Fi service in accordance with your legal rights under the Data Protection 1998 and solely for the purposes of offering the Wi-Fi service.

(c) By using our Wi-Fi service, you agree to the terms of this clause 26. If you would like more information or object to anything in these conditions, you should speak to a member of the committee.

## **29. Cancellation**

If you cancel the booking before the date of the event and we are unable to arrange a replacement booking, we may, at our discretion, refund all or part of the booking fee.

We reserve the right to cancel this Agreement 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 such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or unlawful or unsuitable activities will take place at the premises because 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 will be entitled to a refund of any fee already paid, but we will not be liable to you for any resulting direct or indirect loss or damages whatsoever.

## **30. End of hire**

You are responsible for leaving the premises and surrounding area in a clean and tidy condition. Floors must either be swept or vacuumed (there is no requirement to mop floors except in the case of a spillage). All hall furniture must be returned to the relevant storage area and stacked/stored as per the instructions displayed there. You must remove all waste (including food waste and recycling) associated with the hire. You must ensure all doors are properly locked and secured unless directed otherwise and any items temporarily removed from their usual positions properly replaced, otherwise we may make an additional charge. Please see the *'Additional Information Sheet for Hirers'* for further guidance.

## **31. 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.

## **32. No rights**

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