

BRANTHAM VILLAGE HALL

TERMS OF HIRE

Terms & Conditions

1. Definitions

For the purposes of this agreement and the conditions of hire, the term “Hirer” shall mean an individual hirer or, where the “Hirer” is an organisation that organisation. “Premises” means those parts of the Village Hall stated on the Booking form being those subject to this hire agreement. “Booking” means the contract between the Hirer and Brantham Village Hall Management Committee as detailed and on the terms of this agreement (“the Booking Form” of which these conditions form part). “Period” means the time or times reserved under these conditions and “the Function” means that described and authorised by the Booking. If the Hirer is in any doubt as to the meaning of any of the conditions, the Village Hall Manager should immediately be consulted.

2. Hiring agreement

In consideration of the Hire Fee detailed on the Booking Form, the Brantham Village Hall Management Committee agrees to permit the Hirer to use the Premises for the Function and for the Period(s) described in the booking form. All details inserted in the booking form are part of this Agreement. This Hiring Agreement includes these Standard Conditions and Special Conditions set out below.

Standard conditions of hire

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

The “Premises” means the hall in its entirety, including the car park and grounds. The Hirer shall, during the period of the hiring, be responsible for:

- Supervision of the premises, the fabric and the contents, their care, safety from damage or change
- 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

3. Charges

The full payment for the hire must be received prior to or on the day of hiring, or as otherwise agreed with the Village Hall Manager.

A **deposit of £50.00** will be required for all bookings, this will be held by the Village Hall Manager. A total refund of the Deposit will be returned to the Hirer, once the Hall has been inspected by either the Village Hall Manager or a member of the Village Hall Management Committee and it is deemed that no damage has been done to the Premises, the Premises have been left in a clean and tidy condition, and that no further expense will be incurred by the Village Hall Management Committee in accordance with this booking.

4. Use of Premises

The Hirer shall not use the premises for any purpose other than that described in the booking and shall 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.

5. Gaming, Betting and Lotteries

The Hirer shall 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

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The hirer shall ensure that the Village Hall holds relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, the hirer holds a licence.

7. Film

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film.

8. Childcare Act 2006

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable groups Act 2006 and only fit and proper persons who have passed the appropriate Criminal Records Bureau checks should have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Hirer shall provide the Village Hall management committee with a copy of their CRB check and Child Protection Policy on request.

9. Public Safety Compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, and the Licensing Authority 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 acknowledges that they have noted the following matters:

- The action to be taken in event of fire
- The location and use of fire equipment
- Escape routes and the need to keep them clear
- Method of operation of escape door fastenings
- That there are no obvious fire hazards on the premises

In advance of any activity whether regulated entertainment or not the Hirer shall 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 obvious fire hazards on the premises.

10. Outbreaks of Fire

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the secretary of the management committee.

Hirers must ensure that all precautions are taken against risk of FIRE and damage to the property. Instructions for smoke/heat alarms/exits/equipment, and what to do in the event of a fire, can be found on the blue notice board inside the hall entrance.

The Hall has no telephone. Please ensure you have a mobile in good working order with you.

All means of EXITS from the premises must be kept free from obstruction and immediately available for instant public exit. The emergency exit illuminated signs remain on permanently.

11. Health and Hygiene

The Hirer shall, 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

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in compliance with the Food Temperature Regulations.

12. Electrical Appliance Safety

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. No supplied electrical apparatus must be interfered with and any faults must be reported to the Booking Clerk immediately.

13. Indemnity

The Hirer shall indemnify and keep indemnified each member of the Village Hall management committee and the Village Hall's employees, volunteers, agents and invitees against

- the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises
- all claims, losses, damages and costs 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) by the Hirer
- all claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer.

The Hirer shall take out adequate insurance to insure the Hirer and members of the Hirer's organization and invitees against the Hirer's liability and all claims arising as a result of the hire and on demand shall produce the policy and current receipt or other evidence of cover to the Village Hall Manager

Note that insurance is mandatory in the case of the Hall being hired for a commercial purpose, and proof of Public Liability Insurance will be required. The Village Hall is insured against any claims arising out of its own negligence.

14. Smoking

The Hirer shall, and shall ensure that the Hirer's invitees, comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder.

Any person who breaches this provision shall be asked to leave the premises. The Hirer shall 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.

15. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to a member of the Village Hall management committee **as soon as possible**. Any failure of equipment belonging to the Village Hall or brought in by the Hirer must also be reported **as soon as possible**. Certain types of accident or injury must be reported on a special form to the local authority. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

16. Spillages

It is the responsibility of the Hirer to ensure that all spillages are cleaned up as soon as possible after spillage occurs. When floor is wet the Wet Floor sign should be used to alert hall users. All cleaning products for this purpose are stored in the cleaning cupboard (first door on left hand side of hallway – key hangs on side of First Aid box next to kitchen)

17. Explosives and Flammable Substances

The hirer shall ensure that:

- Highly flammable substances are not brought into or used in any part of the premises.

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- Fireworks are not allowed in the grounds of the Village Hall (there are animals housed close to our boundary).
- No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected and no decorations are to be placed near light fittings or heaters.
- No naked flames are allowed, including candles.
- All packaging or cardboard is not to be stored or left on the premises. These should be removed by the Hirer or disposed of in the bins outside the back of the hall, at the end of the hire period

18. Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the management committee.

19. Drunk and Disorderly Behaviour and Supply of Illegal Drugs

The Hirer shall ensure that in order to avoid disturbing neighbours to the 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 or 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 shall be asked to leave the premises. No illegal drugs may be brought onto the premises. No alcoholic drinks may be brought onto the premises for consumption during the hiring period.

20. Animals

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

21. Fly Posting

The Hirer shall 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 indemnified each member of the Village Hall's management committee 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

The Hirer shall, 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 shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

23. Cancellation

If the Hirer wishes to cancel the booking before the date of the event the question of the payment or the repayment of the fee shall be at the discretion of the Hall Secretary.

The Village Hall reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- The premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election.
- The Village Hall management committee reasonably considering that such hiring will involve unlawful or unsuitable activities taking place at the premises as a result of this hiring.
- The premises becoming unfit for the use intended by the Hirer.
- 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.

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In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the Village Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

- If you wish to cancel you are required to contact the Village Hall Manager 48 hours before if you are a regular user or 72 hours before for a one off hire.

24. End of Hire

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, turning off all inside and outside lighting, and heating equipment and ensuring all doors are properly locked and secured, including all fire exits. Any contents temporarily removed from their usual positions are to be properly replaced. If the hirer has used the china or glasses, they must be left clean and any breakages notified and paid for. Specifically all tables must be cleaned before being returned into the storage area. The keys are to be returned to the Booking Clerk.

25. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment, limit the sound level so as not to cause annoyance to local residents. In particular noise levels should be reduced after 11.00pm, and steps taken to contain noise within the building by ensuring doors and windows are closed.

26. 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 agreed 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.

The Village Hall may use its discretion in any of the following circumstances:

- Failure by the Hirer 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.
- Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in the village hall management committee disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

27. 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 approval of the Hall Secretary. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Village Hall remain in the premises at the end of the hiring. It will become the property of the Village Hall unless removed by the hirer, who must make good to the satisfaction of the hall secretary any damage caused to the premises by such removal.

Any signs, posters, placards or notices placed to advertise the event must be removed immediately after the event by the Hirer.

28. No Rights

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

29. WiFi Services

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

- not to use the WiFi service for any for the following purposes:
 - disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws
 - 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
 - interfering with any other persons use or enjoyment of the WiFi service
 - making, transmitting or storing electronic copies of material protected by copyright without permission of the owner
- 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.

30. 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 Standard Conditions including without limitation:

- if you use any equipment which is defective or illegal;
- if you cause any technical or other problems to our WiFi service
- if, in our opinion, you are involved in fraudulent or unauthorised use of our WiFi service
- if you resell access to our WiFi service; or
- if you use our WiFi service in contravention of the terms of these Standard Conditions.

31. Availability of WiFi Services

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 our WiFi service will be fault-free or accessible at all times.

It is your responsibility to ensure that any WiFi enabled device used by you 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 your device. Our WiFi service is only available to your device when it is within the operating range of the main hall.

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 in 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.

32. Opening and closing the village hall

Arrangements for access to the hall will be made shortly before your hire – please contact branthamvillagehall@gmail.com a few days before the event.

Please ensure that any outside caterers, contractors and bar staff are aware of the hire period and that they will not be able to enter before or leave after the hire period.

Guests are expected to vacate the premises within fifteen minutes of the end of a licensed period. After midnight (unless the event is New Year's Eve) only those helping to clear up the village hall should be on the premises. Failure to comply with this will result in forfeiture of your deposit.

- Please be reminded to be courteous to nearby residents and avoid blocking driveways or parking in a way that would prevent Emergency vehicles from gaining access to roads. Please be advised that there is some

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available parking down on Factory Lane.

33. Removal of Rubbish

It is your responsibility to leave the village hall clean and tidy – the costs of any cleaning required should you fail to do so will be deducted from your deposit. In particular we ask you to ensure table tops are wiped clean before being stacked in the storage rack.

You **MUST** remove all rubbish and place it in the bins at the back of the hall. **Failure to comply with this will result in the forfeiture of your deposit.**

34. Furniture

Please use the trolleys provided for moving chairs and tables in order to avoid injury. Please stack chairs and tables neatly on the trolleys. A first aid box is located next to the kitchen, and an Accident Report book is kept in the First Aid Cupboard. All recorded accidents must be reported to the Village Hall Manager as soon as possible. It is the duty of the Village Hall Manager to inform the authorities.

35. Faults/ damage/ comments

Please report any faults or damage to the Village Hall Manager as soon as possible so that they can be rectified quickly. The Management Committee welcome comments or observations that you may have about your hire of the village hall.

36. Payment

Payment is due within the terms specified within the Terms of Payment. Please note that we do not accept cash, and cheques are only accepted by prior agreement at the time of booking. The Hirer is responsible for any costs incurred by Brantham Village Hall Management Committee in the event that any cheque so accepted results in bank charges being levied.