



STANDARD TERMS AND CONDITIONS OF HIRE

For the purposes of these conditions, the term HIRER shall mean an individual hirer or, where the hirer is an organisation, the authorised representative. If the hirer is in any doubt as to the meaning of the following, contact the Booking Secretary immediately.

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 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 however slight or change of any sort; and 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 representative of the Management Committee, the Hirer shall 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 shall not use the premises (including the car park if any) for any purpose other than that described in the Hiring Agreement 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.

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer. The hirer may not, in any circumstances, sub-let this hiring and undertakes to be present throughout.

Please note the use of bouncy castles and similar inflatable equipment is strictly prohibited inside any part of the hall.

The Management Committee do not accept any responsibility, however caused, for the loss or damage of any property belonging to either the hirer or any their guests, caterers, etc.

4. One off events and other non-regular bookings

(a) Provisional Booking and Confirmation

All booking enquiries should be made through the Village Hall website www.whistonvillagehall.co.uk via the booking form. All requests for booking are provisional only until confirmed by email. Confirmation of booking is subject to the receipt of a non-refundable deposit (50% of hire fee) as agreed with the Booking Secretary.

(b) Setup / Clear-up time

The hire period commences at the time booked and should include time for clearing up at the end of the hire. Any additional time for setting up and clearing up is absolutely at the discretion of the Management Committee and the Committee reserve the right to make an additional charge for such a period, or to restrict the booking strictly to the stated time in the event of demand for bookings from other users.

(c) Payment of Hire Balance and Refundable Damages Bond

Payment in full is payable at least one calendar month before the booked period, otherwise it will be automatically cancelled without further notice.

All non-regular bookings are subject to the hirer providing a refundable damages bond at least one calendar month before the booked period. The amount required is subject to the nature of the event and potential risk as outlined on our website.

The refundable damages/security bond will be returned in full subject to all hiring conditions being complied with, and after inspection by a member of the Management Committee.



STANDARD TERMS AND CONDITIONS OF HIRE

(d) End of hire period

The Hirer shall be responsible for leaving all parts of the premises and surrounding area in a clean and tidy condition. All rubbish should be removed from the premises and disposed of by the hirer. Specifically:

- Toilets and kitchen should be left clean and floor of the Hall and corridor should be swept or mopped as appropriate.
- All tables and chairs must be stacked according with the instructions displayed and trolleys must be left tidy with brakes applied.
- Any contents temporarily removed from their usual positions should be properly replaced and all food, ancillary equipment and temporary decorations removed.
- All lighting and heating appliances are switched off.
- The premises shall be properly locked and secured unless directed otherwise by a member of the Management Committee.
- Keys are returned promptly as agreed in the hiring arrangement along with a completed and signed Damages/Security Report as provided.
- The premises should be vacated at the designated time agreed on confirmation of booking.

Any non-compliance to these conditions may result in an appropriate deduction from the damages/security bond refund. A failure to properly secure the premises may effect requests for subsequent bookings.

5. Regular Bookings

Hirers booking the Hall for a recurring event, e.g. a weekly class or meeting, should note that the whole cost of the booking is payable for each date that the booking applies. No refund or credit will be made for any part of the booking that is not used for any reason, unless

- i. such cancellation is made by the Village Hall or
- ii. Adequate notice has been given by the hirer (minimum 1 week) and a replacement booking is obtained.

(a) Payment for Regular Bookings

All regular users must pay for their use of the Hall as agreed and documented in the Regular User Agreement.

In the event of late/non-payment, the Village Hall Committee reserve the right to cancel further bookings until payment is brought up to date.

6. 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 question of the payment or the repayment of the fee shall be at the discretion of the Village Hall Management Committee. The Village Hall Management Committee reserves the right to cancel this hiring by written notice to the Hirer 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) the Village Hall Management Committee 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 the use intended by the Hirer.
- (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 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.



STANDARD TERMS AND CONDITIONS OF HIRE

7. 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 written approval of the Village 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 Village Hall any damage caused to the premises by such removal.

8. Alcohol Consumption and other substances

Only alcohol supplied by the premises licensee (The Drop Inn) may be consumed on the premises. The Hirer shall ensure that no alcohol is sold or supplied to any person under the age of 18.

No illegal drugs may be brought onto the premises.

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. 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 in accordance with the Licensing Act 2003.

9. Insurance and indemnity

(a) The Hirer shall be 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) all claims, losses, damages and costs made against or incurred by the Village Hall Management Committee, 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) by the Hirer, and

(iii) all claims, losses, damages and costs made against or incurred by the Village Hall Management Committee, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer, and subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of the village hall management committee and the Village Hall's employees, volunteers, agents and invitees against such liabilities.

(b) The Village Hall shall take out adequate insurance to insure the liabilities described in sub-clauses (a) (i) above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (a) (ii) and (iii) above. The village hall shall claim on its insurance for any liability of the Hirer hereunder, but the Hirer shall indemnify and keep indemnified each member of the Village Hall Management Committee and the village hall's volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.

(c) Where the village hall does not insure the liabilities described in sub-clauses (a)(ii) and (iii) above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the village hall management committee or their representative. 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.

(d) The Village Hall Management Committee strictly prohibits the use of bouncy castles and similar inflatable equipment inside the premises. This is a condition of hire, even in cases where evidence of alternate insurance cover is offered by the hirer. Use of any equipment that may cause damage to the hall floor is subject to agreement on booking and inspection by a committee member prior to and after use.

(e) The village hall is insured against any claims arising out of its own negligence.

10. Safeguarding children, young people, and adults at risk

(a) You 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, 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). All reasonable



STANDARD TERMS AND CONDITIONS OF HIRE

steps must be taken to prevent harm, and to respond appropriately when harm does occur. Relevant concerns must be reported.

(b) Following Police advice and in order for us to comply with legislation requiring us to ensure the safety of young people (and others) we do not normally allow parties for youngsters under 25 (Challenge 25) to take place. In exceptional circumstances, where strict management procedures are in place and the party is authorised by our Designated Premises Supervisor (DPS) then exceptions can be made. The safety of young people is of vital importance to us.

11. Public safety compliance

The Hirer shall 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. The Hirer shall also comply with the hall's health and safety policy.

The Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to a member of the Management Committee.

(a) It is the responsibility of the hirer to ensure they familiarise themselves with the following safety considerations and convey the same to all persons using the Hall during the hire period:

- 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.

A plan showing the location of fire extinguishers, fire exits and assembly points is displayed in the lobby of the Hall and hirers should ensure they have studied this.

(b) 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.
- 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).

(c) No unauthorised heating/cooking equipment shall be used.

(d) The number of persons in the Hall at any time during the hire period should not exceed the number stated a confirmation of booking and in no circumstances must it exceed the Hall's overall capacity, displayed in the entrance.

12. Entertainment and Activities Licencing

The hall is licensed for Public Entertainment.

(a) 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.

(b) It is the responsibility of the hirer to ensure that the Village Hall holds appropriate and relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, the hirer holds an appropriate licence covering the extent of their own activities.

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



STANDARD TERMS AND CONDITIONS OF HIRE

13. 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, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

14. Health and hygiene

The Hirer shall, 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. The hirer should provide their own thermometer where required to ensure compliance.

15. 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. Where a residual circuit breaker is provided the hirer must make use of it in the interests of public safety. The hirer should ensure they are familiar with the procedure for isolating the power to the premises in an emergency.

16. 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 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:

- (a) 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.
- (b) 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.

17. Smoking and Vaping

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.

18. Accidents and dangerous occurrences

Any failure of equipment belonging to the Village Hall or brought in by the Hirer must also be reported as soon as possible. The Hirer must report all accidents involving injury to the public to a member of the Village Hall Management Committee as soon as possible and complete the relevant section in the Village Hall's accident book which is located in the kitchen.

19. Explosives and flammable substances

The hirer shall 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) including candles, shall be erected without the consent of the management committee. No decorations are to be put up near light fittings or heaters.
- (c) The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the express consent of the Management Committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.



STANDARD TERMS AND CONDITIONS OF HIRE

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 Management Committee. No animals whatsoever are to enter the kitchen at any time.

21. 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.

22. 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.

23. Compliance to these Conditions

The Management Committee reserves the right to enter the premises at any time to ensure compliance with these conditions and to require immediate cancellation/vacation (without refund) if not.