

EATON BISHOP 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.

1 Responsibilities

You, not being a person under 18 years of age, hereby accept 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 the management and supervision of the premises are met.

During the period of the hiring you are responsible for:

(a) supervision of the premises, the fabric and the contents

(b) care of the premises, 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 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.

2 Use of Premises

You 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 our written permission.

You are responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured, ensuring that all equipment used is left in full working order and chairs and tables have been returned to their storage positions safely.

3 Insurance and Indemnity

(i) 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) all claims, losses, damages and costs made against or incurred by us, our 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).

(c) 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 your use of the premises and subject to sub- clause (ii) you must indemnify us against such liabilities.

(ii) We will take out adequate insurance to insure the liabilities described in sub-clauses (i) (a) above and may, in our discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (i) (b) and (c) 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.

(iii) Where we do not insure the liabilities described in sub-clauses (i) (b) and (c) above, you 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 our Bookings Co-ordinator. If you fail to produce such policy and evidence of cover we will cancel this Agreement and rehire the premises to another hirer.

We are insured against any claims arising out of our own negligence.

4 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.

5 Music

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).

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.

6 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).

7 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)

8 Public Safety Compliance

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.

You must call the Fire Service to any outbreak of fire, however slight, and give details to our Bookings Co-ordinator.

You acknowledge that you have received instruction in the following matters:

- the action to be taken in the event of fire. This includes calling the Fire Brigade and evacuation 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

In advance of any activity whether regulated entertainment or not you 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 the 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).

9 Noise

You must ensure, in order to avoid disturbing neighbours of the Hall:

- that the minimum noise is made on arrival and departure, particularly late at night and early in the morning.
- No-one attending the event consumes excessive amounts of alcohol and that no illegal drugs are brought onto the premises.
- 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. **Playing of music must cease no later than 12.30 am.**

10 Food, Health and Hygiene

You must if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. The premises are provided with a small refrigerator and freezer.

11 Electrical Appliance Safety

You must ensure that any electrical appliances brought by you to the Hall 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.

12 Stored Equipment

We accept no responsibility for any stored equipment or other property brought on to or left at the Hall and all liability for loss or damage is hereby excluded. All equipment and other property must be removed at the end of each hiring or we will charge fees each day or part of a day until the same is removed.

13 Smoking

You must comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. 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.

14 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 Bookings Co-ordinator will give assistance with this if required. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR)

15 Explosive and Flammable Substances

You must ensure that:

- highly flammable substances are not brought into, or used in any part of the premises;
- no internal decorations of a combustible nature (eg polystyrene, cotton wool) are erected without our consent.

16 Heating

You must ensure that no unauthorised heating appliances are used on the premises. You must not use (LPG) heating appliances.

17 Animals

You must ensure that Guide dogs, Hearing dogs and Assistance dog owners are allowed on the premises. (Equality Act 2010 EA)

18 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 you must indemnify and keep us indemnified 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.

19 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.

20 WiFi Services

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

- (i) not to use the WiFi service for any of 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; or
 - 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.

21 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 Wi-Fi service; or
- If you use our WiFi service in contravention of the terms of these Standard Conditions.

22 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 operation range of the main hall.

We are not responsible for data, messages or pages that you may lose or that become misdirected because of interruptions or performance issues with our WiFi service or wireless communication 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.

23 Privacy and Data Protection

We will not collect any personally identifiable information when providing WiFi facilities. Our router may collect technical information from your device necessary to provide access to the Internet which may be logged to detect crime or where necessary to block access from a specific device.

24 Cancellation

If you wish to cancel the booking before the date of the event and we are unable to conclude a replacement booking, we may, in our complete discretion require payment of the hire fee.

We reserve the right to cancel this Agreement by giving you written notice in the event of:

- the Hall being required for use as a Polling Station
- the premises becomes unfit for your intended use
- 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
- an emergency requiring use of the premises as a shelter for victims of flooding, snowstorms, fire, explosion or those at risk of these or similar disasters.

In any such cases you will be entitled to a refund of any deposit already paid, but we will not be liable to you for any resulting direct or indirect loss or damages whatsoever.

25 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. You must make good to our satisfaction any damage you cause to the premises by such removal.

26 No Rights

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

July 2023