

# Eastling Village Hall



## Conditions of Use

June 2018

## **Eastling Village Hall**

### **Conditions of Use**

The Hirer, not being a person under 18 years of age, 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 relating to management and supervision of the premises are met.

These standard conditions will be made available to all Hirers either in hard or electronic copy or should be made available for all on the Village Hall notice board. If the Hirer is in any doubt as to the meaning of any of the conditions, the Bookings Secretary should immediately be consulted.

### ***Deposit***

The Hirer may, at the discretion of the Bookings Secretary, pay as deposit at least one third of the cost of the booking. The balance of the booking fee being payable on or before the conclusion of the event for which the premises are hired. This deposit will be refunded within 28 days of the termination of the period of hire provided that no damage or loss has been caused to the premises and/or contents nor complaints made to the Village Hall about noise or other disturbance during the period of the hiring as a result of the hiring.

### ***Supervision***

The Hirer agrees with the Village Hall to be present (by its authorised representative, if appropriate) during the hiring and to comply fully with these Conditions of Use.

The Hirer shall, during the period of the hiring, be responsible for the 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 Bookings Secretary, 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.

### ***Maximum Capacity***

The Hirer agrees not to exceed the maximum permitted number of people per room including the organisers/performers of 100 people for the main hall and 12 people for the meeting room.

### ***Use if Premises***

The Hirer shall not use the premises (including the car park) for any purpose other than those described below 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 nor allow the consumption of alcohol thereon without written permission of the Bookings Secretary.

The Village Hall has a Premises Licence authorising the following regulated entertainment and licensable activities at the times indicated.

<b>Activity</b>	<b>The hall is licensed for</b>	<b>Times for which the activity is licensed</b>
a. The performance of plays	✓	08.00 – 23.30
b. The exhibition of films	✓	08.00 – 23.30
c. Indoor sporting events	✓	08.00 – 23.30
d. Boxing or wrestling entertainment	✓	08.00 – 23.30
e. The performance of live music	✓	08.00 – 23.30
f. The playing of recorded music	✓	08.00 – 23.30
g. The performance of dance	✓	08.00 – 23.30
h. Entertainments similar to those in a – g	✓	08.00 – 23.30
i. Making music	✓	08.00 – 23.30
j. Dancing	✓	08.00 – 23.30
k. Entertainment similar to those in i – j	✓	08.00 – 23.30
l. The provision of hot food/drink after 11pm	✓	08.00 – 23.30
m. The sale of alcohol	✓	08.00 – 23.30

### ***Consumption of Alcohol***

In order to hold a licensable activity on the premises or on part of the premises not covered by the hall's Premises Licence, a Temporary Event Notice (TEN) will need to be given to the licensing authority. The Hirer shall obtain the written consent of the Bookings Secretary before giving the licensing authority a TEN. Failure to do so will result in cancellation of the hiring without compensation because there is a limit on the number of TENs which can be granted annually for any premises. Lack of co-operation could affect future fundraising by the hall management committee and local voluntary organisations.

Hirers are responsible, under the Licensing Act 2003, for ensuring that alcohol is not sold to those under the age of 18.

### **Use of the Stage**

Hirers may use the Village Hall Stage at their discretion, but are wholly responsible for the safety of anyone using it and for supervising all users whilst they are using it (particularly with regards to ensuring that due attention is given to the frontage drop). Hirers are also responsible, when not using the Stage, for ensuring that nobody enters the Stage area.

## **Insurance and indemnity**

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, their employees, 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, their employees, 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

The Hirer is responsible for insuring against any and all other liabilities arising from their hiring of the hall.

## ***Gambling and Entertainment of an Adult Nature***

No gambling or entertainment of an adult or sexual nature shall be permitted on the premises.

## ***Music Copyright licensing***

The hall has a licence with both the Performing Right Society for the performance of copyright music and a Phonographic Performance Licence (PPL). The Hirer shall be responsible for obtaining any additional licences that may be needed for their event.

## ***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.

## ***Children and Vulnerable Adults Safeguarding***

The safeguarding of children or vulnerable adults is the responsibility of the Hirer. Hirers also need to be aware that facilities such as the toilets might be shared with other groups and users and that appropriate supervision/arrangements should be made.

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.

## ***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 the secretary of the management committee.

(a) The Hirer is responsible for making themselves aware of:-

- 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; and
- The location of the first aid box.

(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; and
- That emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the premises are occupied.

## ***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, comply with any other licensing condition for the premises.

## ***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. No illegal drugs may be brought onto the premises. 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.

## ***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 in compliance with the Food Temperature Regulations. .

## ***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.

## ***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; and
- (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.

## ***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.

## ***Accidents and Dangerous Occurrences***

Any failure of equipment belonging to the Village Hall or brought in by the Hirer must be reported as soon as possible. The Hirer must report all accidents involving injury to the public to the Bookings Secretary as soon as possible and complete the relevant section in the village hall's accident book.

## ***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
- (b) No internal decorations of a combustible nature e.g. polystyrene, cotton wool, etc. shall be erected without the consent of the Bookings Secretary. No decorations are to be put up near light fittings or heaters.

## ***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 Bookings Secretary. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

## ***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 Bookings Secretary. No animals whatsoever are to enter the kitchen at any time.

## ***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.

## ***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.

## ***Cancellations***

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 Bookings Secretary.

The Village Hall reserves the right to cancel a hiring by 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; and
- (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.

### ***End of Hire***

The Hirer shall be 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 shall be at liberty to make an additional charge.

### ***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 Bookings Secretary. Any alteration, fixture or fitting or attachment so approved shall 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.

### ***No Additional Rights***

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

### **Privacy Statement**

Eastling Village Hall uses personal data for the purposes of managing the hall, its bookings and finances, running and marketing events at the hall, managing volunteers and contractors and its fundraising activities. Data may be retained for up to 7 years for accounts purposes and for longer where required by the hall's insurers. If you would like to find out more about how we use your personal data or want to see a copy of information about you that we hold, please contact the Chair of the Trustees.