

ESCRICK & DEIGHTON VILLAGE HALL

Schedule 2: 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. Hirer

You, not being a person under 18 years of age, hereby accept responsibility for ensuring that all conditions under this Agreement are met.

2. Supervision and Control

During the period of use relating to your hiring, you are responsible for:

- (i) being in control of and being on the premises;
- (ii) supervision of the premises, the fabric and the contents;
- (iii) taking reasonable care of the premises, the fabric and the contents;
- (iv) in so far as it relates to your hiring, the safety of all persons using the premises whatever their capacity; and
- (v) in so far as it relates to your hiring, the behaviour of all persons using the premises whatever their capacity.

When multiple concurrent hirings take place these provisions shall apply to the parts of the premises used by your hiring, including any communal areas used. Unless agreed otherwise, the party first entering the premises shall have overall responsibility for the premises until such time this is handed over to another party or the end of that hiring.

3. 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 must only use the room(s) that you have hired along with the kitchen, toilets and lobby area. For safeguarding reasons, no one is to access the pre-school room unless this has been explicitly hired. No one is to access the pre-school outdoor play area in any circumstances. No one is to access the loft space. The first-floor storeroom is only to be accessed by authorised parties.

Unless explicitly agreed otherwise, hire is on a non-exclusive basis, and other hirers may be using other rooms in the premises during the hire period.

You agree not to exceed the maximum permitted number of people per room including the organisers/performers

- Main hall: 120 theatre style; 100 cabaret style
- Committee room: 12
- Preschool room: 40

4. Insurance and indemnity

- (i) You are liable for:
 - a) costs arising from accidental and malicious loss or damage and for loss or damage arising out of your negligence to any part of the premises including its curtilage or its contents
 - b) costs arising from accidental and malicious loss or damage and for loss or damage arising out of your negligence done to our WiFi 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 WiFi service, and
 - d) 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/or your use of our WiFi service, and subject to sub-clause 4(ii), you must indemnify us against such liabilities.
- (ii) We will take out adequate insurance to insure the liabilities described in sub-clauses 4(i)a) and 4(i)b) above and may, in our discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses 4(i)c) and 4(i)d) above. Our insurance does not cover:
 - Liability arising from food or drink supplied by a professional caterer.
 - Liability arising out of the use of bouncy castles or other inflatables, fly walls, bungee equipment or any other similar activity equipment.
 - Liability arising from bonfires and fireworks.
 - Liability arising out of any organised contact sports (including martial arts) activities.
 - Liability arising out of the use of the premises for any political groups/meetings or business activities by commercial organisations.
- (iii) 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.
- (iv) Where we do not insure the liabilities described in sub-clauses 4(i)c) and 4(i)d) 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 us. If you fail to produce such policy and evidence of cover, we may cancel this Agreement.
- (v) We are insured against any claims arising out of our own negligence.

5. 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.

6. Music Copyright licensing

You must ensure that we hold relevant licences or, where appropriate, you must hold such licence(s).

The hall has a licence from PPL PRS for the performance of copyright music.

7. 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.

8. Film and TV

You must have our written permission for exhibition of a film under the Deregulation Act 2015. This Agreement confers that permission.

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.

The Village Hall does not have a TV licence. If you intend to watch live TV or BBC iPlayer you will need to arrange a TV licence.

9. Safeguarding children, young people and adults at risk

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

10. 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 Safety Instructions, 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 us.

- (i) You acknowledge that you have received instructions in the following matters (see attached schedule):
 - 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.
- (ii) 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.

Hirers are responsible for the safety of their activities and guests. You should undertake a risk assessment for any activities being undertaken. Particular consideration should be given to activities that involve inflatables, such as bouncy castles. You must follow the relevant safety and supervision instructions are strongly encouraged to obtain appropriate insurance cover.

To the extent that it relates to your activities and/or equipment, hirers are responsible for the safety of all persons on the premises, whatever their capacity.

11. 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.

Specifically:

- Windows and fire doors must be closed when amplified music is being played
- The hall is fitted with an automated noise limitation device to limit the volume of music in the hall (see further details in 'Information for Hirers'). You must not attempt to override or otherwise interfere with the noise limitation device.

12. Drunk and disorderly behaviour and supply of illegal drugs

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

- (i) no one attending the event consumes excessive amounts of alcohol
- (ii) 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.

13. Food, health and hygiene

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

14. 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.

15. Stored equipment

All equipment and other property (other than Stored Equipment) must be removed at the end of each hiring or we may charge fees each day or part of a day at the hire fee per hiring until the same is removed.

If we permit you to store equipment or other property on premises, you must store it in the designated location(s) and comply with any other storage instructions set-out in the Hire Agreement.

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. Our insurance does not cover Stored Equipment unless explicitly agreed. Where we agree to add your Stored Equipment to our insurance policy, you are expected to pay the additional premiums incurred.

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:

- (i) 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
- (ii) your failure to dispose of any property brought on to the premises for the purposes of the hiring.

16. 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.

17. Accidents and dangerous occurrences

You must report all accidents involving injury to us as soon as possible using our accident book. You are also encouraged to report all near-misses and relevant incidents to us in the same manner. You must report certain types of accident or injury on a special form to the [Incident Contact Centre](#). This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

18. Explosives and flammable substances

You must ensure that:

- (i) Highly flammable substances are not brought into, or used in any part of the premises.
- (ii) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are erected without our consent.

19. Heating

The premises have central heating operating on an automated timer system.

You may adjust the temperature using the electronic thermostats (instructions are provided in the hall), but must not make any other adjustments or changes to the heating system.

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.

20. Animals

You must ensure that Guide dogs, Hearing dogs and assistance dog owners are allowed on the premises.

No other animals are allowed on the premises.

21. 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.

22. 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. In particular, 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.

23. 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 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 WiFi service; or
 - d) making, transmitting or storing electronic copies of material protected by copyright without permission of the owner;

- (ii) 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.

The WiFi service should be regarded as a “public” network, and you should use a firewall and/or other appropriate measures to protect the security of your device(s) and privacy of your usage. We accept no liability for any security or privacy breaches as a result of your use of our WiFi service.

24. 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:

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

25. Availability of WiFi Services

- (i) 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.
- (ii) 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.
- (iii) 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.

26. Cancellation and Amendment

Ad hoc hires:

You may cancel a booking by contacting us via email or using our online booking tools (if applicable).

Cancellation fees may apply:

- (i) Cancellation more than 21 days in advance: no charge;

- (ii) Cancellation between 21 days and prior to the day of booking: 50% charge shall apply
- (iii) Cancellation on the day of booking, or retrospectively: full charge shall apply.

You may request an amendment to the start or end time of a booking by contacting us via email or using our online booking tools (if applicable). Any variation is subject to availability and mutual agreement. (The automatic acceptance by online booking tools is deemed agreement).

Where a booking duration is increased it may incur additional charges. Where a booking duration is reduced, it shall be treated as a part-cancellation and cancellation charges shall apply as above on a pro-rated basis.

Recurring hires:

You may cancel one or more occurrences of a booking, or cancel a recurring series of bookings by contacting us via email or using our online booking tools (if applicable).

Cancellation fees may apply:

- (i) Cancellation more than 21 days in advance: no charge;
- (ii) Cancellation between 21 days and prior to the day of booking: 50% charge shall apply*
- (iii) Cancellation on the day of booking, or retrospectively: full charge shall apply*.

* These charges will be waived for up to 10% of booked hours, or 1 hour, whichever is greater, in any given month.

You may request an amendment to the start or end time of a booking by contacting us via email or using our online booking tools. Any variation is subject to availability and mutual agreement. (The automatic acceptance by online booking tools is deemed agreement).

Where a booking duration is increased it may incur additional charges. Where a booking duration is reduced, it shall be treated as a part-cancellation and cancellation charges shall apply as above on a pro-rated basis.

Cancellation or amendment by us:

We reserve the right to cancel this Agreement, or part thereof, by giving you notice in the event of:

- (i) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;
- (ii) 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;
- (iii) the premises becoming unfit for your intended use;
- (iv) 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 deposit or hire fee already paid, but we will not be liable to you for any resulting direct or indirect loss or damages whatsoever.

27. End of hire

Unless agreed otherwise, you are responsible for:

- returning any contents temporarily moved to their usual positions;
- cleaning and tidying up after your event in accordance with 'Information for Hirers' guidance;
- leaving the premises properly locked and secured.

28. Keys

Any keys or access codes provided to you must only be used to access the premises at the times of your bookings unless explicitly permitted otherwise. If access is approved at other times, and if another hirer is present, you must notify any other hirer present of upon your arrival and departure, and comply with any restrictions that the other hirer advises upon your access at that time.

Any key(s) provided to you must be promptly returned. A charge will be applied for any lost keys.

29. 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. For the avoidance of doubt this includes attaching posters or decorations to walls or doors with blutack, tape or similar.

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.

30. Charges and Payment Terms

The hire charges and payment terms are set out in the Hire Agreement.

For recurring hires, hire charges will normally be reviewed annually by the committee, with updated charges applying from 1st May each year.

In the event to a material change to the Hall's finances, we reserve the right to amend charges at any time subject to one month's notice.

31. No rights

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