

BRAYFORD VILLAGE HALL

Registered Charity No. 300780

STANDARD CONDITIONS OF HIRE

When booking Brayford Village Hall all Hirers are required to agree to these Standard Conditions of Hire. Details can be found on the Village Hall Notice Board and on the Village Website : Brayford Village Hall. Topics covered include the following:-

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If you are in any doubt about the meaning of any of these conditions you must seek clarification from us straight away.

HIRING THE PREMISES

1) Areas & Timing of Hire

a) The Hall is licence from 9.00am to 11.00pm covering the following areas and times

Areas	From - To
• MAIN HALL	• 09.00 - 13.00
• SKITTLES ALLEY	• 13.00 - 18.00
	• 18.00 - 23.00
	• All Day - To be agreed on enquiry

b) Rates for Parties, Weddings and other Special Events to be agreed with the Booking Secretaries.

c) Local residents within Brayford are offered a discount in accordance with our Hiring Policy. Charges for groups wishing to organise events where proceeds or services would benefit and support local communities will be offered a discount of 50%. Any other discount to be agreed at the Management Committee's discretion

d) Hire of the whole Hall includes the use of the kitchen and kitchen equipment, the Bar Area and the Skittle Alley Area, Tables and Chairs. Lighting and Heating. Any additional equipment to be agreed between the Booking Secretaries and the Hirer.

e) Use of the AV system or Stage must be agreed beforehand with the Booking Secretaries

f) All Hirers are responsible for setting up and cleaning away afterwards, so time booked should take this into account. Booking Secretaries will endeavour to allow 15 minutes between bookings for hirers to arrive and leave; although where demand for the Hall is high this may not be possible. An additional cleaning charge may be applied if in the opinion of the Booking Secretaries or Management Committee, the hall has not been left clean and tidy

2) Supervision

During the period of 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
c) the behaviour of all persons using the premises whatever their capacity, including supervision of car parking arrangements so as to avoid obstruction to the highway or to the halls emergency entrance

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.

3) Age

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 management and supervision of the premises are met.

4) 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.

5) 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, return any monies already paid or require payment of the hiring fee.

We reserve the right to cancel this Agreement by giving you written notice 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) or we reasonably considering that A) such a hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or B) or unlawful or unsuitable activities will take place at the premises as a result of the hiring
(c) the premises becoming unfit for your use
(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 you will be entitled to a refund of any monies already paid, but we will not be liable to you for any resulting direct or indirect loss or damages whatsoever.

6) End of Hire

You are 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 we may take an additional charge.

YOU MUST TAKE ALL OF YOUR RUBBISH AWAY WITH YOU, THANK YOU.

7) Stored Equipment

- We accept no responsibility for any stored equipment or other property brought onto or left at the premises, and all liability for loss or damage is hereby excluded
- All other equipment and property (other than stored equipment) must be removed from the hall at the end of each hiring.
- In respect of your failure to dispose of any property brought on to the premises for the purpose of the hiring we may in our discretion dispose of the said items.

8) 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 and you must make good to our satisfaction any damage you cause to the premises by such removal.

9) No Rights

This Agreement constitutes permission only to use the premises on the dates and times as stated on the Booking Form and confers no tenancy or other rights of occupation on you.

INSURANCE & INDEMNITY

10) Insurance and Indemnity

We have taken out adequate insurance to insure the liabilities described in 9**.1 a)** and **9.1 b)** below and may in our discretion and in the case of non-commercial hirers insure the liabilities described in 9**.1 c)** and **9.1 d)** above.

9.1 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) the cost of repair of any damage (including accidental or malicious damage) done to our WiFi service.
c) all claims, losses, damages, and costs made against us 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 and your use of our WiFi service, and
d) all claims, losses, damages and costs made against us or incurred by us, as a result of any nuisance caused to a third party as result of your use of the premises or and/or use of our WiFi service, and
e) subject to sub-clause 9.1 b) you must indemnify us against such liabilities

9.2 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.

9.3 Where we do not insure the liabilities described at **9.1 c)** and **91 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 our Booking Secretary If you fail to produce such a policy and evidence of cover we will cancel the Agreement and re-hire the premises to another hirer.

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

11) 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.

12) Music Copyright and Licensing
We hold relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or where appropriate you must hold such licences

13) 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.

14) Film
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).

You must restrict children from viewing age-restricted films classified according to the recommendations of British Board of film Classification.

15) Alcohol & Entertainment
We have a Premises Licence authorising entertainment and the sale of alcohol. You hereby acknowledge receipt of a copy of the conditions of the Premises Licence and/ or Operating Schedule for the premises, in accordance with which the hiring must be undertaken, and agree to apply with all obligations therein. If we believe that a Temporary Event Notice (TEN) would be in our best interests for this hiring, we can require you to give notice of a TEN.

16) 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:

- No one attending the event consumes excessive amounts of alcohol

- No illegal drugs are brought onto the premises

Drunk and Disorderly behaviour is not permitted either on the premises or in its immediate vicinity. You must make any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way, leave the premises in accordance with the Licensing Act 2003.

17) Noise

You must ensure that the minimum amount 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 premised and comply with any other licensing condition of the premises.

18) 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 organisers name and address and that any discounts offered are based only on Manufacturers Recommended Retail Prices.

19) Fly Posting

You must not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place on 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.

HEALTH & SAFETY

20) 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 Banning Service (DBS). All reasonable steps must be taken to prevent harm and to respond appropriately when harm does occur. Relevant concerns must be reported

21) Equal Opportunities

Brayford Village Hall has an Equal Opportunities Policy which must be read and adhered to. This can be found on the website and in the Hall in the Health and Safety file in the Kitchen Cupboard.

22) 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 for any outbreak of fire no matter however slight and give details to our Booking Secretaries, as soon as practical, and record in the Incident and Accident Book

(i) **You must acknowledge that you have received instruction in the following:**

- The action to be taken in the event of a fire. This includes calling the Fire Brigade and evacuating the Hall.

- The location and use of fire equipment (a diagram of location is provided when th booking is confirmed)
- 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 the doors at the time of a fire,
- Location of the First Aid Box – in the kitchen on the right hand surface.

(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 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 emergency lighting supply illuminating all exit signs and routes are turned on during the whole time the premises are occupied (if not operated by an automatic mains failure switching device)

23) Food, Health and Hygiene

You must if preparing, serving or selling food observe all the 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. The premises are provided with a refrigerator/ chiller cabinet with a thermometer.

24) Electrical Appliance Safety

You must ensure that any electrical appliance brought by you to the premises and used there are safe and in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. You must make use of the circuit breaker in the interests of public safety - in the box on the wall opposite the hatch to the Bar.

25) Smoking

You must comply with the Prohibition of Smoking in Public Places provision of the Health Act 2006 and regulations made thereunder.

You must ensure that anyone wishing to smoke does so outside, well away from the main entrance to the building and disposes of cigarette ends, matches etc. in the wall mounted ash box provided, (found at the end of the building away from the playground.) so as not to cause a fire or damage in the children`s playground.

You must ask any person who breaches this provision to leave the premises.

26) 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 the Booking Secretary as soon as possible, and complete the relevant section in our Accident and Incident Book.

Certain types of accidents or injury to need to be reported to the incident contact centre online. The Booking Secretary will inform our designated Health Officer of all such accidents so that s/he can determine which if any need to be reported to the centre. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013.

27) Explosives and Flammable Substances

You must ensure that:

- Highly flammable substances are not to be brought into or used in any part of the premises.
- No internal decorations of a combustible nature eg Polystyrene, cotton wool are to be erected without our consent

28) Heating

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.

29) Animals

Guide Dogs, Hearing Dogs and Assistance Dog Owners are allowed onto the premises – requests involving any other animals to be directed to the Booking Secretaries.

SERVICES

30) 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:

(a) disseminating any unlawful , harassing, libellous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material or otherwise breaching any laws
(b) transmitting any material 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
(d) making , transmitting, or storing electronic copies of material protected by copyright without permission of the owner

(ii) To keep any user name, password or any other information which forms part of the WiFi service security procedure confidential and not to disclose it to any third party.

31) Termination of the WiFi Service

We have the right to terminate or suspend our WiFi service immediately in the event that there is a breach of any of the provisions of these Standard Conditions, including without limitation::-

(a) If you use any equipment which is defective or illegal
(b) If you cause any technical or other problems to our WiFi service
(c) If in our opinion, you are involved in fraudulent or unauthorised use of our WiFi service
(d) If you resell access to our WiFi service
(e) If you use our WiFi service in contravention of the terms of these Standard Conditions

32) Availability of WiFi Services

a) 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.

b) 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 Hall.

c) 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 Wife 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 on configuration, compression and network congestion

33) Privacy and Data Protection

(a) We may collect and store personal data through your use of our WiFi service.

(b) We may process all information about you which is provided in relation to our WiFi service in accordance with your legal rights under the Data Protection 1998 and solely for the purposes of offering the WiFi service

(c) By using our WiFi service, you agree to the terms as stated in the clauses 23 to 26. If you would like more information or object to anything in these conditions you should speak to one of the Booking Secretaries.

Reviewed, updated and agreed by the Management Committee
Date: 10.09.24