

Terms and Conditions of Hire of Stour Provost Village Hall

If you are in any doubt as to the meaning of any of the Terms and Conditions, please seek clarification from us without delay.

1. Age

You the HIRER, 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.

In the event of a conflict of bookings, events that fulfil our charitable aims will take priority over commercial bookings.

2. Supervision

During the period of the hiring, the Hirer is responsible for the supervision of the premises, the fabric and the contents; the 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.

The hirer shall pay a returnable damages deposit.

3. Use of premises

The Hirer must not use the premises 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. **Gas appliances are not allowed.** Bouncy castles are not allowed under any circumstances.

You must ensure that no decoration is fixed to the walls without prior agreement.

4. Insurance and indemnity

The Hall management committee has Public Liability Insurance. This does not cover activities which take place in the Hall for commercial gain. In this case the Hirer or organiser of the event should consider if insuring against loss or damage or personal injury is appropriate. The Hirer is then responsible for insuring against Third Party Liability that may arise during the hiring of the Hall. The Hall Committee may request to see a copy.

5. Gaming, betting and lotteries

The Hirer 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

The Hirer 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).

The Hirer must have our written permission for performance of live music and the playing of recorded music under the Deregulation Act 2015.

7. Film

The Hirer 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).

8. Safeguarding children, young people and vulnerable adults

The Hirer must ensure that any organised group activities for children, young people and other vulnerable adults (such as Cubs, Brownies and youth groups but not including private birthday parties for children) 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). Activities for children under eight years of age must comply with the provisions of The Children Act 1989.

9. Public safety compliance

The Hirer 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.

The Hirer must call the Fire Service to any outbreak of fire, however slight, and give details to our Booking Secretary or Chair of the Hall Committee. Please note there is no telephone at the premises, so the Hirer must have a mobile phone for emergencies.

The Hirer acknowledges receipt of instruction on the action to be taken in the event of fire and confirms that s/he will also check fire exits and exit signs, as instructed, in advance of your event.

10. Noise

The Hall sits beside residential properties. The Hirer must ensure that the minimum of noise is made on arrival and departure, especially at night, and that noise levels during events and activities are kept to a reasonable limit at all times. All events must finish by 23.00 hours and the Hall vacated quietly by 24.00 hours at the latest.

11. Drunk and disorderly behaviour and supply of illegal drugs

The Hirer must ensure that in order to avoid disturbing neighbours of the hall and to avoid violent or criminal behaviour, no one attending the event consumes excessive amounts of alcohol and no illegal drugs are brought onto the premises.

The Hirer must 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 and the vicinity in accordance with the Licensing Act 2003.

12. Food, health and hygiene

The Hirer must, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.

13. Electrical appliance safety

The Hirer 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.

14. Equipment

We accept no responsibility for any 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 brought to the Hall must be removed at the end of each hiring.

15. Smoking

The Hirer must ensure that no smoking takes place in the Hall. You must ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner.

16. Accidents and dangerous occurrences

The Hirer must report to us as soon as possible any failure of our equipment or equipment brought in by the Hirer. 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 located in kitchen with the First Aid box. You must report certain types of accident or injury in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR, detailed in our accident book). For Covid-related reporting, see additional information kept with the accident book.

17. Explosives and flammable substances

The Hirer must ensure that no highly flammable substances are brought into, or used in any part of the premises.

No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are to be erected without our consent.

18. Heating

The Hirer must ensure that no unauthorised heating appliances are used on the premises.

19. Animals

The Hirer shall ensure that, with the exception of assistance dogs, no animals are brought into the Hall. Accompanied dogs may be allowed on to the patio at the rear of the Hall, for some events.

20. Fly posting

The Hirer 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 the Village Hall 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.

21. Sale of goods

The Hirer 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.

22. 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, at our complete discretion, either return your deposit or require payment of the full hire fee.

The Village Hall reserves the right to cancel a hiring, for example in the event of the premises being affected by Covid-19, or being required for use as a Polling Station for a Parliamentary or Local Government election or by-election; or if the premises becoming unfit for your intended use.

In any such case the Hirer 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.

23. 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 make an additional charge.

24. 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.

25. No rights

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

Special Conditions [SC] of Hire during COVID-19, in addition to the Hall's standard conditions of hire.

SC1: You, the Hirer, will be responsible for ensuring those attending your activity or event comply with the COVID-19 Secure Guidelines displayed at the Hall entrance, in particular using the hand sanitiser when entering the hall, and after using tissues, and wearing a face covering unless there is a reasonable excuse for not doing so. People attending exercise classes, eg Pilates, do not have to wear a face covering.

SC2: You undertake to read our Covid guidelines and to comply with the advice given.

SC3: We will have the right to close the hall if there are safety concerns relating to COVID-19, for example, if someone who has attended the hall develops symptoms, or in the event that public buildings are asked or required to close again. If this is necessary, we will do our best to inform you promptly and you will not be charged for this hire.

SC4: You will be responsible for cleaning door handles, light switches, window catches, equipment, toilet handles and seats, wash basins and all surfaces likely to be used during your period of hire **before, during and after your event**. Please take care cleaning electrical equipment. Use cloths - do not spray! 30 minutes for cleaning will be allowed before and after your session.

SC5: You will make sure that everyone likely to attend your activity or event understands that they **MUST NOT DO SO** if they or anyone in their household has had COVID-19 symptoms in the last 48 hours, and that if they develop symptoms within 10 days of visiting the premises they **MUST** notify you. You in turn will notify the Village Hall so that we can contact the Test and Trace system.

SC6: You will keep the premises well ventilated throughout your hire, with windows and doors open as far as convenient. You will be responsible for ensuring they are all securely closed on leaving.

SC7: You will ensure that no more than 12 people attend your activity/event (up to 5 for exercise, to include instructor), in order that social distancing can be maintained. Attendees must remain in groups of up to 6, and these groups **must not mingle with other groups**. You will ensure that everyone attending maintains 2m social distancing while waiting to enter the premises, and within the hall, and as far as possible observes social distancing of 1m plus mitigation measures when using more confined areas (e.g. moving and stowing equipment, accessing toilets) which should be kept as brief as possible.

SC8: You will take particular care to ensure that social distancing is maintained for any persons aged 70 or over or likely to be clinically more vulnerable to COVID-19.

SC9: You will position furniture or the arrangement of the room as far as possible to facilitate social distancing of 2m between people or groups of up to two households. Face coverings should be worn at all times, unless there is a reasonable excuse for removing it. Those attending exercise classes are exempt but must wear a face covering on entry and exit points, and elsewhere where 2m social distancing is not possible.

SC10: You must keep a record of the name and contact telephone number or email, as far as possible using the village hall QR code, of all those who attend your event for a period of 3 weeks after the event and provide the record to NHS Track and Trace if required.

SC11: You will be responsible for removing from the hall and disposing of all rubbish created during your hire, including tissues and cleaning cloths. Rubbish bags can be found in the kitchen.

SC12: You will ask users to bring their own drinks (and food if necessary) for your event, as the kitchen is not in use.

SC13: In the event of someone becoming unwell with suspected Covid-19 symptoms while at the hall you should remove them to the designated safe area, which is the toilet. Provide tissues and a bin or plastic bag, and warm soapy water for handwashing. Ask others in your group to provide contact details (if you do not have them) and then to leave the premises, observing the usual hand sanitising and social distancing precautions, and advise them to launder their clothes when they arrive home. Make suitable arrangements for the person unwell to return home safely. Inform the Booking Secretary or Chair of the Village Hall Committee.

SC14: In order to avoid risk of aerosol or droplet transmission you must take steps to avoid people needing to unduly raise their voices to each other, e.g. refrain from playing loud music which makes normal conversation difficult.

SC15 Where a sports, exercise or performing arts activity takes place you will organise your activity in accordance with guidance issued by the relevant governing body for your sport or activity. Where a group uses their own equipment you will ask those attending to bring their own equipment and not share it with other members.