**Semley Village Hall Standard Conditions of Hire**

These conditions are based on the model Hiring Agreement drawn up by “Action with Communities in Rural England” (ACRE) and approved by the Charities Commission

These standard conditions apply to all hiring of Semley Village Hall. If the Hirer is in any doubt as to the meaning of the following, the Bookings Secretary should immediately be consulted (Tel: 07971 408311).

1. **Age** The Hirer, not being a person under 18 years of age, hereby 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, under this Agreement, relating to management and supervision of the premises are met.
2. **Supervision** The Hirer shall, during the period of the hiring, be responsible for:
3. supervision of the premises, the fabric and the contents;
4. their care, safety from damage however slight or change of any sort; and
5. 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 Village Hall, 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.

1. **Use of premises** The Hirer shall not use the premises (including the car park) for any purpose other than that described in the Hiring Agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful 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 from the Village Hall. The Hirer shall not use drawing pins, staples, sellotape, blu-tack or any sticky substance (except for white-tack) on the walls or other surfaces, and should ask the Bookings Secretary if notices or decorations are required to be put up. Do not fix decorations near light fittings or heaters. The hirer must remove their decorations and all associated materials before they leave. N.B. THE USE OF “PARTY POPPERS”, “PARTY CANNONS”, STREAMERS, CONFETTI OR SIMILAR ITEMS IS NOT PERMITTED as these can stain the wooden floor.
2. **Availability of Premises** If there is no prior booking and at the discretion of the village hall Bookings Secretary, additional time for event preparation and cleaning time may be granted before and after the time of the hire period. Otherwise the hirer must include all necessary preparation and cleaning time in the hire period they book.

1. **Keys** The Hirer shall be responsible for all the keys provided to them, to enable access to the village hall and the storage shed, on the following conditions:
	1. the keys will not be copied,
	2. the keys will not be provided to third parties,
	3. if lost, the loss will immediately reported to the Bookings Secretary, and
	4. in the event of loss, the Hirer will be responsible for the cost of replacement including changing of locks if necessary.
2. **Health & Safety, Hygiene, Fire Safety and Safeguarding** It is the intention of Semley Village Hall Management Committee to comply with all Health and Safety, Health and Hygiene, Fire Safety and Safeguarding Vulnerable Persons legislation and to act positively where it can reasonably do so to prevent injury, ill health, harm or any danger arising from its activities and operations. Hirers, users, invitees and visitors will be expected to recognise that there is a duty on them to comply with the practices set out by the committee, with all safety requirements set out in the hiring agreement and with safety notices on the premises and to accept responsibility to do everything they can to prevent injury to themselves or others.
3. **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, the village 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 village hall’s health and safety policy.
	1. The Hirer acknowledges that they have received instruction in the following matters:
		1. The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
		2. The location and use of fire equipment (locations are shown on the notice board in the hall).
		3. Escape routes and the need to keep them clear.
		4. Method of operation of escape door fastenings.
		5. Location of the First Aid Box in the kitchen.
	2. In advance of an entertainment or play the Hirer shall check the following items:
		1. That all fire exits are unlocked and panic bolts in good working order.
		2. That all escape routes are free of obstruction and can be safely used.
		3. That any fire doors are not wedged open.
		4. That exit signs are illuminated.
		5. That there are no obvious fire hazards on the premises. Naked flames (e.g. T-Lights or candles) are NOT allowed.
4. **Means of escape**
	1. All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.
	2. The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).
5. **Outbreaks of fire** The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Bookings Secretary.
6. **Food, 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. The premises are provided with a refrigerator and thermometer.
7. **Electrical appliance safety** The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be, where possible Portable Appliance Test (PAT) compliant, 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.
8. **Insurance and indemnity**
	1. The Hirer shall be liable for:
		1. 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
		2. the costs arising from accidental and malicious loss or damage and for loss or damage arising out of the Hirer’s negligence done to the WiFi equipment and service
		3. all claims, losses, damages and costs made against or incurred by the Village Hall 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) and the use of the WiFi equipment and service by the Hirer, and
		4. all claims, losses, damages and costs made against or incurred by the Village Hall as a result of any nuisance caused to a third party as a result of the use of the premises and/or use of WiFi equipment and service by the Hirer, and subject to sub-clause (b) the Hirer shall indemnify and keep indemnified accordingly the Village Hall against such liabilities.
	2. The Village Hall shall take out adequate insurance to insure the liabilities described in sub-clauses (a)(i) above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (a) (ii) and (iii) above. The Village Hall shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified the Village Hall against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.
	3. Where the Village Hall does not insure the liabilities described in sub-clauses (a)(ii) and (iii) above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the village hall Bookings Secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the Bookings Secretary to rehire the premises to another hirer. The Village Hall is insured against any claims arising out of its own negligence.
9. **Accidents and dangerous occurrences** The Hirer must report all accidents involving injury to the public to the village hall Booking Secretary as soon as possible and complete the relevant section in the village hall’s accident book. Any failure of equipment belonging to the Village Hall or brought in by the Hirer must also be reported as soon as possible. Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. The Bookings Secretary will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR). The Incident Contact Centre can be contacted in any of the following ways:
	1. Telephone: 0345 300 9923
	2. Facsimile: 0345 3009924
	3. Website: <https://www.hse.gov.uk/riddor/report.htm> or via the HSE website: [www.hse.gov.uk](http://www.hse.gov.uk)
	4. Post: Incident Contact Centre, Caerphilly Business Park, Caerphilly, CF83 3GG
10. **Explosives and flammable substances** The hirer shall ensure that:
	1. Highly flammable substances are not brought into, or used in any part of the premises and that
	2. No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the management committee. No decorations are to be put up near light fittings or heaters.
11. **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 management committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.
12. **Animals** The Hirer shall ensure that Guide Dogs, Hearing Dogs, Assistance Dogs and their owners are allowed on the premises. No other animals (including birds) shall be brought into the premises, other than for a special event agreed to by the Village Hall. No animals whatsoever are to enter the kitchen at any time.
13. **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 must ensure that that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in the waste-bins so marked so as not to cause a fire. In addition to being a no-smoking facility, the use of electronic cigarettes is also prohibited.
14. **Safeguarding children, young people and adults at risk** The Hirermust 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, the Hirer must provide the Village Hall with a copy of the Hirer’s Safeguarding Policy and evidence that the Hirer has 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.
15. **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 the Village Hall 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.
16. **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.
17. **WiFi Services** When using WiFi equipment and services, the Hirer must agree at all times to be bound by the following provisions:
	1. not to use the WiFi service for any for the following purposes:
		1. disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;
		2. 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;
		3. interfering with any other persons use or enjoyment of the WiFi service; or
		4. making, transmitting or storing electronic copies of material protected by copyright without permission of the owner;
	2. 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.
18. **Termination of the WiFi service.** Semley Village Hall Management Committee has the right to suspend or terminate the WiFi service immediately in the event that there is any breach of any of the provisions of these Standard Conditions including without limitation:
	1. if the Hirer uses any equipment which is defective or illegal;
	2. if the Hirer causes any technical or other problems to the WiFi service;
	3. if, in opinion of the Village Hall, the Hirer is involved in fraudulent or unauthorised use of the WiFi service;
	4. if the Hirer resells access to the WiFi service; or
	5. if the Hirer uses the WiFi service in contravention of the terms of these Standard Conditions.
19. **Availability of WiFi Services**
	1. Although the Village Hall aims to offer the best WiFi service possible, it makes no promise that the WiFi service will meet the Hirer’s requirements. It cannot guarantee that the WiFi service will be fault-free or accessible at all times.
	2. It is the Hirer’s responsibility to ensure that any WiFi enabled device used is compatible with the WiFi service and is switched on. The availability and performance of the WiFi service is subject to all memory, storage and any other limitations in the Hirer’s device(s). The WiFi service is only available to your device(s) when they are within the operating range of the main hall.
	3. Semley Village Management Committee is not responsible for data, messages, or pages that you may lose or that become misdirected because of the interruptions or performance issues with the WiFi service or wireless communications networks generally. The Village Hall may impose usage, or service limits, suspend service, or block certain kinds of usage in its sole discretion, to protect other users of the WiFi service. Network speed is no indication of the speed at which WiFi enabled devices or the WiFi service sends or receives data. Actual network speed will vary based on configuration, compression and network congestion.
20. **Privacy and Data Protection**
	1. The Village Hall may collect and store personal data through the Hirer’s use of the WiFi service.
	2. The Village Hall may process all information about the Hirer which is provided in relation to the WiFi service in accordance with the Hirer’s legal rights under the Data Protection 1998 and solely for the purposes of offering the WiFi service.
	3. By using the WiFi service, the Hirer agrees to the terms of clauses 21, 22, 23, and 24. If the Hirer would like more information or object to anything in these conditions, please contact Chair of Semley Village Hall Management Committee.
21. **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, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.
22. **Gaming, betting and lotteries** The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.
23. **Licensable activities** If licences are required in respect of any activity in the village hall the Hirer should ensure that they hold the relevant licence, or the village hall holds it.
24. **Third party entertainment** The Hirer will ensure that any entertainer booked holds the necessary insurances, licences and permits required.
25. **Music Copyright Licensing** The Hirer must ensure that the village hall management committee holds the relevant licenses under the Performing Rights Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate the Hirer hold such licence(s).
26. **Music** The Hirer must have written permission for the performance of live music and the playing of recorded music under the Deregulation Act 2015. This Agreement confers that permission.
27. **Film shows** 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 shows. The Deregulation Act 2015 requires the Hirer to have written permission to show a film. This Agreement confers the required permission on the Hirer.
28. **Dangerous and unsuitable performances** Performances involving danger to the public or of a sexually explicit nature shall not be given.
29. **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:
30. No one attending the event consumes excessive amounts of alcohol
31. no illegal drugs are brought onto the premises.

Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18. 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.

1. **Cancellation** 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 payment of the hire fee if not yet paid or repayment of the hire fee if already paid shall be at the discretion of the village hall management committee. The village hall reserves the right to cancel this hiring by written notice to the Hirer in the event of:
	1. the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election
	2. 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
	3. the premises becoming unfit for the use intended by the Hirer
	4. 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.

1. **End of hire**
	1. 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.
	2. The Hirer shall ensure that all rubbish and waste material is bagged and tied, removed from the premises and disposed of legally
2. **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, using its discretion, dispose 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, in any of the following circumstances:

* 1. 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
	2. Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring.
1. **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 village hall Bookings Secretary. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Village Hall remain in the premises at the end of the hiring. It will become the property of the village hall unless removed by the hirer who must make good to the satisfaction of the hall or, if any damage caused to the premises by such removal.
2. **No rights** The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

**Issued by: Semley Village Hall Management Committee**

**Date: 22nd April 2024**