

## **STANDARD TERMS AND CONDITIONS OF HIRE SHREWLEY VILLAGE HALL**

In these conditions the reference to 'you' or 'your' shall mean the Hirer, whether an individual who must be over 18 years of age or any organisation corporate or otherwise. The reference to "we" or "us" shall mean Shrewley Village Hall Management Committee.

If you are in any doubt as to the meaning of any of the Conditions, you must seek clarification by email from us without delay.

### **1. Booking**

Your booking will be confirmed or otherwise by email to you following your online booking request. The full cost of hire shall be paid to us no later than 14 days prior to the date of the event. At the absolute discretion of us a refundable security deposit of £200 may be added to the hire fee.

### **2. Cancellation by you**

If the confirmed booking is cancelled by the you then the following cancellation charges shall apply:

Up to 14 days before the event: No charge

Less than 14 days prior the event: Full booking fee will be payable

### **3. Age**

You hereby accept responsibility for being in charge of and on the premises at all times during your event notified and for ensuring that all Standard Conditions are met.

### **4. Supervision**

During the period of the hiring, you are responsible for:

- (i) Supervision of the premises, the fabric and the contents
- (ii) Care of the premises, safety from damage however slight or change of any sort; and
- (iii) The behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements to avoid obstruction of the carpark and highway.

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.

### **5. Use of Premises**

You must not use the premises (including the car park and field at rear) for any purpose other than that described in your booking 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 or do anything or bring on to the premises anything which might endanger the premises or render invalid any insurance policies covering the premises. No bouncy castles or trampolines are permitted in the Main Hall or Private Meeting Room. You agree not to exceed the maximum number of people per room including the organisers/performers as follows:

Main hall: 100  
Private Meeting room: 16

You agree with us to be present (by your Authorised Representative if appropriate) during the whole time of the hiring.

## **6. Insurance and Indemnity**

- (i) You are liable for:
  - (a) The cost of any repair of any damage howsoever caused (including accidental and malicious damage) done to any part of the premises including its curtilage or its contents, including all kitchen equipment and AV equipment
  - (b) The cost of repair of any damage (including accidental and malicious damage) 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 use arising from any nuisance caused to a third party as a result of your use of the premises and/or the use of our WiFi service, and

You must forthwith upon demand indemnify us against such liabilities.

## **7. 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.

## **8. Music Copyright License**

You must ensure that we hold relevant licenses under Performing Right Society (PRS) and the Phonographic Performance License (PPL) or, where appropriate, you must hold such license(s).

We have a license:

- A) With the Performing Right Society (PRS) for the performance of copyright music
- B) From Phonographic Performance License (PPL).

We have a Premises License authorising entertainment and the sale of alcohol. You hereby acknowledge receipt of a copy of the conditions of the Premises License for the premises, in accordance with which the hiring must be undertaken, and agree to comply 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.

## **9. Music**

You must have our written permission for performance of live music and the playing of recorded music under the Deregulation Act 2015. These conditions confer that permission.

## **10. Film**

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 licenses 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).

## **11. 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 to any outbreak of fire, however slight, and give details to our Hall Secretary.

- (i) You acknowledge that you have received instruction in the following matters:
  - 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. (Include diagram of location when handing over keys)
  - 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
  - That the emergency lighting supply illuminating all exit signs and routes is turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

## **12. 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.

## **13. Drunk and Disorderly Behaviour and Supply of Illegal Drugs**

You must ensure that in order to avoid disturbing neighbours of the premises 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

#### **14. Food, Health and Hygiene**

You must, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulation. 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

#### **15. 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.

#### **16. 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 equipment and other property (other than stored equipment) must be removed at the end of each hiring or we will charge fees each day or part of a day at the hire fee per hiring until the same is removed

We may, at 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 onto the premises for the purposes of the hiring

#### **17. 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.

#### **18. Accidents and Dangerous Occurrences**

You must report to us as soon as possible any failure of our equipment. 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

## **19. Explosives and Flammables**

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 (eg. Polystyrene, cotton wool) are erected without our written consent.

## **20. Heating**

You must ensure that no unauthorised heating appliances are used on the premises without our written consent. You must not use portable liquefied propane gas (LPG) heating appliances

## **21. Animals**

You must ensure that Guide dogs, Hearing dogs and Assistance dogs are allowed on the premises

## **22. 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 us indemnified accordingly against all actions, claims and proceedings arising from any breach of this Condition

## **23. 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

## **24. Privacy and Data Protection**

- (i) We may collect and store personal data through your use of our WiFi service
- (ii) 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 Act 1998 and solely for the purposes of offering the WiFi service
- (iii) By using our WiFi service, you agree to the terms of this clause 22.

## **25. Cancellation by us**

We reserve the right to cancel this Agreement by giving you written notice in the event of the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election

- (i) 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
- (ii) The premises becoming unfit for your intended use
- (iii) 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.
- (iv) Overdue payment of the hiring fee (including any security deposit)

In any such case (excluding paragraph (iv) above) you will be entitled to a refund of any hiring fee already paid, but we will not be liable to you for any resulting direct or indirect loss or damages whatsoever.

## **26. 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.

## **27. 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.

## **28. No Rights**

This Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on you. None of the provisions herein are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on the person who is not named as a party to this booking.