

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

1. Hiring

Applications for hire must be made to and confirmed by the Booking Secretary (or her stand-in if she is unavailable). The Hirer who must be over 21 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 Standard Conditions under this Agreement relating to management and supervision of the premises are met. Management consent must be given before the Hall can be hired by persons living outside the Parish. The Hall cannot be hired on Christmas Day or Good Friday for public dancing, singing or music or for any commercial money making activity. Any other form of hire on these days must be approved by the management committee.

2. Supervision

During the period of the hiring, you agree to abide by these Standard Conditions of Hire. As the Hirer you are responsible for:

- Supervision of the premises, the fabric and the contents;
- Care of the premises, safety from damage however slight or change of any sort.
- 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.
- Obtaining any licence that may be required, not held for the premises, and for not allowing the consumption of alcohol unlawfully.
- The opening and locking of the Village Hall for each function as required by the booking organisation.
- Ensuring that all electrical appliances (except fridge in kitchen) are switched off at end of hire.

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.

Use of premises

You must not use the premises (including the car park) for any purpose other than that described in the Agreement. You 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. You must not do anything or bring on to the premises anything which might endanger the premises or render invalid any insurance policies covering the premises. You must not allow the sale or supply of alcohol without it being subject to your hire agreement.

2.1 Projector and Screen:- A large projection screen is available for use if requested at the time of booking. This screen is electronically operated and no attempt should be made to lower or raise manually. The control is in a metal cabinet at side of stage. The projector and associated media centre can be set up for you on application to the Booking Secretary. Under no circumstances should a hirer make adjustments or alteration to the media and stage lighting equipment without the permission of the Booking Secretary.

2.2 Car Parking:- The Hirer to ensure that all cars are parked in the Hall Car Park. The car park opposite may also be used if the Village Hall Car Park is full. No cars should be parked on the grass verges or in front of private driveways, or on the bridge. The highway must be kept clear for the normal passage of traffic. The Management Committee does not accept responsibility for vehicles or their contents parked at the Village Hall Car Park. THE HIRER SHOULD BE RESPONSIBLE FOR SENSIBLE PARKING.

2.3 Furniture:- Internal furniture must not be taken outside the hall at any time.

2.4 Games:- NO ball games or skate boards are allowed within the confines of the Hall or its grounds under any circumstances.

3. Noise

You must ensure that the minimum noise is made on arrival and departure, particularly late at night and early in the morning. If using sound amplification equipment you must make sure that doors and windows are closed after 22.00 hrs and comply with any other licensing conditions for the premises.

4. Food, health and hygiene

You must, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations and comply with our Health and Safety Policy. 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 which is permanently switched on.

The fridge door in the bar area should be wedged open when switched off.

5. 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. Certification for Portable Appliance testing (P.A.T.) by a competent person must still be in date. Where a residual circuit breaker (RCD) is provided you must make use of it in the interests of public safety and should the RCD operate under no circumstances must it be over-ridden or removed from the circuit.

6. Heating and Hot Water

The main hall and all other rooms excepting the meeting room and disabled toilet are centrally heated by a boiler located in the annexe to the gents toilets. The heating will usually be automatic and there will be no need for hirer intervention. **Note:-** Heating needs time to warm hall and will not be switched on more than 60 minutes prior to occupancy unless otherwise agreed. The set temperature in the hall is controlled by a pre programmed thermostat and there is no need to adjust any boiler controls. The heating will automatically shutdown at end of hire unless there is a follow on booking.

The Committee Room is heated by two wall mounted convector heaters. Please switch on and off using the power switches on the wall and not by controls on the heaters.

You must ensure that no unauthorised heating appliances are used in the premises.

Domestic hot water is automatically available at all sinks except the main kitchen sinks which have their own electric water heater. A wall mounted heater is provided for preparation of hot drinks which needs to be switched on following instructions posted next to the heater.

7. At Conclusion 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.

- You must ensure that all doors and windows are securely fastened and that the kitchen door is locked from the inside.
- You must replace ALL tables and chairs to the positions as at commencement of hire. i.e. Main Hall green chairs placed around hall, brown chairs in stage annexe, padded chairs in Committee Room and bar area and tables returned to storeroom as appropriate
- You must remove All rubbish created by the function from the Hall and placed it in the wheelie bins outside the kitchen door. **Should bins be full the Hirer shall dispose of excess rubbish – it is not to be left in the Hall grounds.** Any rubbish for recycling should be separated from general rubbish which is to be placed in the black bins and put in the BLUE Recycle bin (ensuring only recyclable rubbish is put in this bin i.e. **no food waste, plastic bags or bin liners**)
- Locking the Hall at the termination of the hire and either retaining key (if a key-holder) or returning it to the designated key safe located on the outside wall at the entrance of the hall (The key safe code number is obtainable from the Booking Secretary.)

The Hall should always be left in a state of cleanliness. A vacuum cleaner is stored in the Boiler Cupboard in Gents toilet annexe and brooms, dustpan and brush, mop etc can be found in the cupboard in entrance hall. **NB** A surcharge to cover cleaning may be imposed if, after consultation with the Hirer, it is deemed that this condition is not complied with

9. Safeguarding children, young people and vulnerable adults

You are responsible for ensuring that any activities for children, young people and adults at risk are only provided by fit and proper persons in accordance with the provisions of the Childcare Act 2006 and the Safeguarding of Vulnerable Groups Act 2006 and any subsequent legislation. Only fit and proper persons who have passed the appropriate Criminal Records Bureau (CRB) checks should have unsupervised access to children. 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) **OR** confirm that you have understood and will adhere to the WVH's principles and procedures with regard to safeguarding.

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

8. 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, 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.

10.1 You acknowledge that you have received a Fire Action Plan 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-fighting equipment.
- Escape routes and the need to keep them clear.
- Method of operation of escape door fastenings
- Location of the first aid box.(Marked drawer in the kitchen).
- Fire Assembly point location. (VH car park)

10.2 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 exit signs are illuminated.(Switch for this on emergency lighting test panel in gents toilet annexe).
- That there are no fire-hazards on the premises.

11 . Explosives and flammable substances

You must ensure that:

- Highly flammable substances are not brought into, or used in any part of the premises.
- No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are erected without our consent.
- No unauthorised heating appliances are used on the premises.
- Portable liquefied propane gas (LPG) heating appliances are not allowed in the building. Use of gas barbecues is restricted to the outside spaces only and gas bottles must not be brought into the building.
- Use of LPG equipment by contractors will only be permitted if they hold a Hot Working Permit.

12 . 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. There is a purpose built receptacle on the outside wall to the right of the main doors.

13 . 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 us as soon as possible and complete the relevant section in our accident book. You must report certain types of accident or injury on a special form to the Incident Contact Centre. Our Hall Secretary will give assistance in completing this form and can provide contact details of the Incident Contact Centre. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

Incident forms will be found in the First Aid box in the kitchen drawer.

Any damages, defects or incidents to be reported to the Secretary (Mrs Joss Ray – 01788 891317)

Please note all items used from the First Aid box in the log book provided. .

14 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. We demand that the hirer 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.

15 Stored Equipment

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. All equipment and other property (other than stored equipment) must be removed at the end of each hire agreement or we will charge fees for each day or part of a day at the hire rate 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:

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

16 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

17. Music Copyright licensing

You 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).

17.1. 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.

17.2. 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 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).

18 Animals

You must ensure that Guide dogs, Hearing dogs and assistance dog owners are allowed on the premises. No other birds or animals shall be allowed on the premises without the expressed approval of the Booking Secretary.

19. Fly posting

The WVH committee will accept no responsibility for 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 such actions, indiscriminate posting, and failure to remove leading to prosecution by the local authority.

20. 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.

21. Insurance and indemnity

21.1 You are liable for and must indemnify us against:

- 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 and malicious damage) done to our Wi-Fi 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 Wi-Fi service.
- 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 the use of our Wi-Fi service.

21.2 We will take out adequate insurance to insure the liabilities described in a) and b) above and may, in our discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses c) and d) above. We will claim on our insurance for any liability you incur but you must indemnify us against:

- any insurance excess incurred.
- the difference between the amount of the liability and the monies we receive under the insurance policy.

21.3 Where we do not insure the liabilities described in sub-clauses 21.1(c) and (d) above, you must evidence of cover, we will cancel this Agreement and re-hire the premises to another hirer. We are insured against any claims arising out of our own negligence.

21.4 Where a hirer proposes to provide a bouncy castle or other inflatable play equipment:

- The hirer shall supply provide evidence of a public liability insurance certificate to the Booking Secretary covering it's use at the premises.
- The hirer shall ensure that one responsible adult over the age of 18years is appointed to supervise use of the equipment at all times for the entirety of the hire.

21.5 Neither The Management Committee or its Officers accept responsibility for any items lost in the Hall.

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

22. Wi-Fi Services

22.1 The Wi-Fi code is subject to change. (Code; 2024; 8916260178). You must agree to keep any username, password, or any other information which forms part of the Wi-Fi service security procedure confidential and not to disclose it to any third party who has no legitimate need to know it.

22.2 When using the Wi-Fi service you agree, at all times, not to use it for the following purposes:

- disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws.
- 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.
- interfering with any other persons use or enjoyment of the Wi-Fi service.
- making, transmitting or storing electronic copies of material protected by copyright without permission of the owner.

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

- if you use any equipment which is defective or illegal;
- if you cause any technical or other problems to our Wi-Fi service;
- if, in our opinion, you are involved in fraudulent or unauthorised use of our Wi-Fi service;
- if you resell access to our Wi-Fi service; or
- if you use our Wi-Fi service in contravention of the terms of these Standard Conditions.

22.4 You must ensure that any Wi-Fi enabled devices used are compatible with our Wi-Fi service. The availability and performance of our Wi-Fi service is subject to all memory, storage and any other limitations in your device. Our Wi-Fi service is only available to your device when it is within the operating range of the main hall.

22.5 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 Wi-Fi 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 Wi-Fi service.

Network speed is no indication of the speed at which your Wi-Fi enabled device, or our Wi-Fi service sends or receives data. Actual network speed will vary based on configuration, compression and network congestion. Although we aim to offer the best Wi-Fi service possible, we make no promise that the Wi-Fi service will meet your requirements. We cannot guarantee that our Wi-Fi service will be fault-free or accessible at all times.

23. Privacy and Data Protection

- We may collect and store personal data through your use of our Wi-Fi service.
- We may process all information about you which is provided in relation to our Wi-Fi service in accordance with your legal rights under the Data Protection 1998 and solely for the purposes of offering the Wi-Fi service.
- By using our Wi-Fi service, you agree to the terms of section 22. If you would like more information or object to anything in these conditions, you should speak to The Committee Secretary.

24. Cancellation

If you wish to cancel the booking within two weeks (14 days) of the date of the event and we are unable to conclude a replacement booking, we may, in our complete discretion, retain the deposit or require payment of the hire fee.

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;
- 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.
- Our reasonable consideration that:-
 - such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements.
 - unlawful or unsuitable activities will take place at the premises as a result of this hiring.
 - the premises becoming unfit for your intended use.

In any such case you 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.

25. 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.

25. No rights of Tenancy or Occupation;

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

**CHAIRPERSON:- Mrs Val Hall - Barrowfield, 19 Lower Street, Willoughby
Tel: 01788 890134**

**SECRETARY:- Mrs Joss Ray – Barberry Cottage, Lower Street, Willoughby
Tel: 01788 891317**

**BOOKING SECRETARY:- Mrs Karen Skipp – 11 Lower Street, Willoughby
Tel: 01788 890525**

HALL CAPACITY:- MEETINGS:- 99 No

FUNCTIONS:- 99 No