

EAST BOLDRE VILLAGE HALL



East Boldre Village Hall – Standard Conditions of Hire

If you are in any doubt as to the meaning of any of the Conditions, you must seek clarification from us without delay. By using the hall, the hirer agrees to be bound by the Hiring Agreement and the Standard Conditions of Hire.

1. 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.

2. 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
- (i) 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.
- (ii) ensuring that keys and alarm codes are kept secure at all times and not passed on to any person not authorised by us to hold keys.

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. 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 or email.

4. Insurance and indemnity

- (i) You are liable for:
 - (a) the cost of repair from accidental and malicious loss or damage or damage arising out of your negligence to any part of the premises including its curtilage or its contents and (if any) to our WIFI service,
 - (b) 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

- (c) 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, subject to sub-clause (ii), you must indemnify us against such liabilities.
- (ii) We will take out adequate insurance to insure the liabilities described in sub-clauses (i)(a) and (b) above and may, in our discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (i)(c) above. 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.
- (iii) Where we do not insure the liabilities described in sub-clauses (i)(c) 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 Hall Secretary. If you fail to produce such policy and 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. We are not insured for your liabilities arising from bouncy castles, inflatables or contact sports.

5. 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.

6. Music

This Agreement confers written permission which you must have for performance of live music and the playing of recorded music under the Deregulation Act 2015.

7. Film and TV

We do not have a TV licence so the appropriate permission or licence must be obtained by the hirer to operate any equipment displaying BBC tv footage.

You may watch live TV or BBC programmes on iPlayer here on your own devices only, provided the device is powered by internal batteries and is not plugged in, and you have a current TV Licence at your home address.

If you do not have a current TV Licence at your home address, it is a criminal offence for anyone here to watch or record live TV programmes on any channel or device, or to download or watch BBC programmes on iPlayer. If you break the law, you risk prosecution and a fine. The maximum penalty is a £1,000 fine plus any legal costs and/or compensation you may be ordered to pay.

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

8. 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 confirmation that you have 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.

Fire safety – The person in charge and all chaperones should receive instruction on the fire procedures applicable to the venue prior to the arrival of children or vulnerable adults.

Special effects – It may be inappropriate to use certain special effects in stage productions, parties and discos, including smoke, dry ice, rapid pulsating or flashing lights, which may trigger adverse reactions especially with regard to children.

9. 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 the booking clerk or member of the hall committee.

(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.
- 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 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 of the time the premises are occupied (if not operated by an automatic mains failure switching device).

10. 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.

11. 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:

- (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.

12. Food, health and hygiene

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

13. 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.

14. 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 hiring or we will charge fees each day or part of a day at the hire fee per hiring until the same is removed unless otherwise agreed by us in writing or by email.

We may, in 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 on to the premises for the purposes of the hiring.

15. Smoking

Smoking in the Hall is forbidden under the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. You must ensure that anyone wishing to smoke does so outside. Cigarette ends, matches etc. are litter and should be disposed of in a responsible manner.

16. 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. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR). The Incident Contact Centre can be contacted in the following ways:

- Online: <http://www.hse.gov.uk/riddor/report.htm>
- Telephone (for fatal and major incidents): 0345 300 9923 (Mon-Fri 8.30 am to 5 pm)
- For a serious incident involving multiple casualties, road closures, etc the out of hours number is 0151 922 9235.

17. Explosives and flammable substances 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 (e.g. polystyrene, cotton wool) are erected without our consent.

18. 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
- you have read and understood the instructions provide on how to use the heating equipment in the hall or seek further advice from us
- the heating controls are not touched or altered by children and that anyone else adjusting the controls has read and understood how they work
- that all heating has been switched off at the end of each hire period.

You will be liable for any additional charges to cover surplus heating costs incurred due to non-compliance with the above conditions.

19. 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 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.

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. 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, 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:

- (i) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;
- (ii) 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;
- (iii) the premises becoming unfit for your intended use;
- (iv) 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 deposit already paid, but we will not be liable to you for any resulting direct or indirect loss or damages whatsoever.

22. Land outside the Hall

The hall is situated on Crown Land within the New Forest National Park. You and all those under your supervision must observe and adhere to all Forestry Commission and New Forest National Park Authority regulations regarding the use of the land outside of the hall. You agree to indemnify the hall for any losses incurred by the hall as a result of the breach of those regulations or injury caused to livestock by yourself or any person under your supervision.

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. 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. Privacy and Data Protection

All personal data will be stored and used in compliance with The General Data Protection Regulations 2018. Please read the following carefully to understand our practices regarding your personal data and how we will treat it.

- (i) We may collect and store the following personal data:
 - The communications forming part of this agreement.
 - Communications you send to us, for example to arrange a hire session, seek information or report a problem.
 - Your name, address, telephone number and e-mail addresses which you have provided for communications for the purpose of the hire.
 - E-mails you have sent to us for the purpose of communications regarding the hire.
- (ii) We will not knowingly pass your e-mail address to a third party.
- (iii) We may use any marketing information you give us to enable us to improve the information and services we offer on our website, www.eastboldre.org. When you use our website, we will not use a cookie file nor attempt to store a cookie file on the hard drive of your computer (see the Privacy Policy on our website).
- (iv) The General Data Protection Regulations 2018 gives you the right to know what information is being held about you and it gives you the right to request that we delete your information, including e-mails that you send to us.

26. No rights

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

March 2023