

Terms and Conditions

Standard conditions of hire

If the Hirer is in any doubt as to the meaning of any of the conditions, the Booking Secretary should immediately be consulted. Please be sure to read Covid Special Conditions at the end of these Terms & Conditions

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: supervision of the premises, the fabric and the contents; their care, safety from damage however slight or change of any sort; and 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 Hall Secretary, 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.

3. 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 or unsuitable 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. The use of artificial snow machines, bubble-making machines, inflatables and bouncy castles of any description are prohibited.

Setting up and clearing up time should be included in the booking time. The facilities are not to be used outside of the times booked thereby maintaining the booking schedule for all users.

If there is an emergency on the day of hiring please call Geoff on 01903 243219

4. Insurance and indemnity

(a) The Hirer shall be liable for:

- (i) 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
- (ii) all claims, losses, damages and costs made against or incurred by the village hall management committee, their employees, volunteers, agents or invitees 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) by the Hirer, and
- (iii) all claims, losses, damages and costs made against or incurred by the village hall management committee, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer, and subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of the village hall management committee and the Village Hall's employees, volunteers, agents and invitees against such liabilities.

(b) The Village Hall may 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 each member of the Village Hall management committee and the Village Hall's employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.

(c) 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 secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the hall secretary to rehire the premises to another Hirer.
The Village Hall is insured against any claims arising out of its **own** negligence.

5. 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.

6. Music Copyright licensing

The hirer shall ensure that the Village Hall holds relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, the hirer holds a licence.

7. Film

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.

8. Childcare Act 2006

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable groups Act 2006 and only fit and proper persons who have passed the appropriate Criminal Records Bureau checks should have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Hirer shall provide the Village Hall management committee with a copy of their CRB check and Child Protection Policy on request.

9. 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, and the 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 Hall's health and safety policy.

The Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to the secretary of the management committee.

(a) The Hirer acknowledges that they 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.

(b) In advance of any activity whether regulated entertainment or not the Hirer shall check the following items:

- That all fire exits are unlocked and panic bolts 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 obvious 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

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.

11. 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; care shall be taken to avoid excessive consumption of alcohol. No illegal drugs may be brought onto the premises. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. 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 in accordance with the Licensing Act 2003.

12. 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.

13. Electrical appliance safety

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be 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.

All electrical appliances used in the Hall e.g. electric kettles, must have a suitable PAT certificate (Portable Appliance Test) which must be renewed every 3 years.

14. 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 use its discretion in any of the following circumstances:

- (a) 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.
- (b) Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring.

These may result in the village hall management committee disposing 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.

15. 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 shall 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.

16. Accidents and dangerous occurrences

Any failure of equipment belonging to the Village Hall or brought in by the Hirer must also be reported **as soon as** possible. The Hirer must report all accidents involving injury to the public to a member of the Village Hall Management Committee **as soon as** possible and complete the relevant section in the Village Hall's accident book.

17. Explosives and flammable substances

The hirer shall ensure that:

- (a) Highly flammable substances are not brought into, or used in any part of the premises.
- (b) 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.

18. 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.

19. Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are 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.

20. 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 each member of the Village Hall's management committee accordingly 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.

21. 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.

22. 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 the payment or the repayment of the fee shall be at the discretion of the Village Hall. The Village Hall reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- (a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election.
- (b) 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.
- (c) the premises becoming unfit for the use intended by the Hirer.
- (d) 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.

23. End of hire

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, checking all windows and fire doors are locked, and any contents temporarily removed from their usual positions properly replaced. Hirer to leave by the key holder's door, checking it is shut.

24. 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 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 Village Hall any damage caused to the premises by such removal.

25. No rights

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

26. Data Protection

We will hold data regarding your booking one year after your last booking with us. Your surname will appear on our online calendar to identify your booking. You have the right to opt out of having this information displayed by emailing us at ferringvh@gmail.com.

Ferring Village Hall uses personal data for the purposes of managing the hall, its bookings and finances, fundraising, running and marketing events of the hall, staff employment, its fundraising activities and where required under government instructions for the control of Covid-19. Data may be retained for up to 7 years or longer where required (eg: by our insurers). If you would like to find out more about how we use your personal data or want to see a copy of information about you that we hold, please contact the hall Secretary

By booking with us you agree we may hold your personal data on our system.

Special Conditions of Hire during COVID-19

Note: These conditions are supplemental to, not a replacement for, the hall's ordinary 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 while entering and occupying the hall, as shown on the poster which is displayed at the hall entrance, in particular using the hand sanitiser supplied when entering the Hall and after using tissues. You should periodically carry out a risk assessment for your group activities at the Hall, considering all measures you need to take to mitigate the risks associated with Covid-19, including the following:-

SC2: You undertake to comply with the actions identified in the hall's risk assessment, of which you will be provided with a copy.

SC3: 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 other members of your group or organisation arrive and to keep the premises clean through regular cleaning of surfaces during your hire, paying particular attention to wash hand basins and kitchen sinks (if used), using either the products supplied (which will be in a clearly accessible location) or your own ordinary domestic products. You will be required to clean again on leaving. Please take care cleaning electrical equipment. Use cloths - do not spray!

SC4: 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** use the Test and Trace system to alert others with whom they have been in contact. They must seek a COVID-19 antigen test

SC5: You will keep the premises well ventilated throughout your hire, with windows and doors (except fire doors) open as far as convenient. You will be responsible for ensuring they are all securely closed on leaving.

SC6: You will ensure that no more than 30 people attend your activity/event in the Main Hall and 21 in the Club Room, in order that social distancing can be maintained. You will ensure that people attending do so in groups of no more than 6 (unless they are a "qualifying group") and that such groups do not mingle. You will ensure social distancing of 2m between individuals or groups is maintained by everyone attending as far as possible, including while waiting to enter the premises, that they observe the one-way system within the premises, and as far as possible observe 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. You will make sure that no more than one person uses each suite of toilets at one time.

SC7: 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, including for example keeping a 2m distance around them when going in and out of rooms and ensuring they can access the toilets, kitchen or other confined areas without others being present. For some people, passing another person in a confined space is less risky, but for older people that should be avoided.

SC8: You will position furniture or the arrangement of the room as far as possible to facilitate social distancing of 2m between individual people or groups of six or less people or 1m with mitigation measures such as: seating side by side, with at least one empty chair between each person or household group, rather than face-to-face, face coverings and good ventilation. If tables are being used, you will place them so as to maintain social distancing across the table between people from different household groups who are face-to-face e.g. using a wide U-shape.

SC9: You **MUST** keep a record of the date and time the activity started and the name and contact telephone number or email of all those who attend your event (or a member of any group of up to 6 people who attend



together). This can be done either by operating an advance booking system which collects these details, or by asking everyone who attends to use the NHS QR poster at the hall entrance to register their attendance and by keeping a record of any who do not register using their smartphone app and the hall's NHS QR poster or your own NHS QR poster.

SC10: You will be responsible for the disposal of all rubbish created during your hire, including tissues and cleaning cloths, in the rubbish bins provided by the main entrance before you leave the hall. All other rubbish should be taken away with you when you leave the hall.

SC11: Users are encouraged to bring their own drinks and food if needed. The kitchens will remain closed until further notice.

SC12: 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 and thorough cleansing is required or if it is reported that the Special Hiring Conditions above are not being complied with, whether by you or by other hirers, 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.

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 outside the Griffin Room. Provide tissues and a bin or plastic bag, and a bowl of warm soapy water for hand-washing. Ask others in your group to provide contact details if you do not have them and then leave the premises, observing the usual hand sanitising and social distancing precautions, and advise them to launder their clothes when they arrive home. Inform the Bookings Secretary on 07847 309351.

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 music or broadcasts at a volume 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 member, and you will avoid using equipment, which is difficult to clean, as far as possible. You will ensure that any equipment you provide is cleaned before use and before being stored in the hall.

SC 16: You will encourage all those attending your activity to wear a face covering unless an exemption or other government guidance applies to the activity. A face covering is not required when people are eating or drinking but they should be seated.

Signature of hirer Print name

Date/...../..... Name of Group

