

Eaton Village Hall - Conditions of Hire

For the purposes of these conditions, the term HIRER, not being a person under 18 years of age, or where the hirer is an organisation, the authorised representative. (Please consult the Booking Contact at the end of this document if you need clarification).

1. Supervision

The hirer will, during the period of hire, be responsible for the supervision of the premises, the fabric and 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.

2. Use of Premises

The hirer shall not use the premises for any other purpose than described in the booking form 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 that may endanger the same or render invalid any insurance policies in respect thereof, nor allow the consumption of alcohol thereon without written permission.

3. Insurance

The hirer shall be responsible for making arrangements to insure against any third party claims, which may lie against him or her (or the organisation if acting as a representative) whilst using the hall. (The Hall is insured against any claims arising out of its own negligence).

4. Indemnity

The hirer shall indemnify the committee for the cost and repair of any damage done to any part of the property including curtilage thereof or the contents of the buildings, which may occur during the period of the hiring as a result of the hiring. A deposit may be required; refundable in full after the event if there is no loss or damage to the property.

5. Licences and Use of the Bar

If the bar is in operation for any event, no other alcohol or drinks of any kind are to be brought into the premises. If drinks are found on the premises the management reserves the right to close the bar with immediate effect. The hall's licence does not extend to the sale of alcohol by anyone other than the management. Occasional licencing arrangements should be made by the hirer for any sale of alcohol by the hirer by obtaining a Temporary Events Notice (TEN) from the Borough Council.

6. 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.

7. Licensable Activities

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).

8. 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).

9. Public Safety Compliance

The hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, Local Magistrates Court or otherwise, particularly in connection of any event which included public dancing or music or other similar public entertainment or stage plays. The playing of any music should cease at 11.30pm.

The hirer is responsible for noting the instructions relating to fire procedures which are posted in the entrance hall. Before any event the hirer should ensure that all escape routes are free of obstruction and can be safely used, fire doors are not wedged open and that there are no obvious fire hazards on the premises.

10. Safeguarding children, young People and Adults at Risk

You must ensure that any activity for children, young people and adults at risk are only provided by fit and proper persons in accordance with the Children's 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 evidence 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.

11. Health & Hygiene

The hirer shall, if preparing, serving or selling food observe all relevant food health and hygiene legislation and regulations.

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 etc in a tidy and responsible manner, so not to cause a fire.

13. Electrical Safety

The hirer shall ensure that any electrical appliances brought onto the premises are tested under the usual regulations and be safe and in good working order. Where a residual circuit breaker is provided, the hirer must make use of it in the interests of public safety.

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:

- 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 is behaving in a violent or disorderly way to leave the premises in accordance with the Licensing Act 2003.

15. 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. Certain types of accident or injury must be reported on a special form to the local authority. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

16. Animals

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

17. Heating

You must ensure that no unauthorised heating appliances are used on the premises when open to the public without our consent.

18. Fly Posting

The hirer shall not carry out or permit fly posting or any form of unauthorised advertisements for any event taking place at the hall, and shall indemnify the Committee accordingly against all action, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

19. 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.

20. Wi-Fi

When using the WiFi service you agree to be bound by the following provisions:

- i) Not to use the WiFi service for any of the following purposes:
 - a) Disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;
 - b) 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;
 - c) Interfering with any other persons use or enjoyment of the WiFi service; or
 - d) Making, transmitting or storing electrical copies of material protected by copyright without permission of the owner;
- ii) 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.

21. Explosives and Flammable Substances

The hirer shall ensure that highly flammable substances are not brought into or used in any part of the premises and that no internal decorations of a combustible nature are erected without the prior consent of the Village Hall.

22. BBQ/Camp Fires

The use of BBQs and camp fires are prohibited, unless written consent of the Management is obtained.

23. End of Hire

You are responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured. Failure to comply with this requirement may result in a cleaning charge. The hirer shall be responsible for the removal of all rubbish from the hall, including the kitchen bin – rubbish bags are provided for this purpose.

24. No Rights

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

Booking Contact: Jacky Bryan – timjackybryan1@aol.com
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