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.

1. Age

You, not being a person under 21 years of age, hereby accept full 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 its contents;

(ii) care of the premises, safety from damage however slight or change of any sort; and

(iii) the behaviour and safety, including the Regulatory Reform (Fire Safety) Order 2005, of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway **or car park for emergency vehicles.**

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, gardens and surroundings) 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. Other parts of the building may be hired during the times of your hire and other users are to be respected and treated with courtesy and consideration at all times. The lobbies, kitchen, toilets and car park are shared space; when more than one hirer is using the hall, they are required to co-operate in reasonable use of these. Any issues between users must be referred to the Booking Secretary for resolution. If this cannot be achieved, the Village Hall Trustees will make a final and binding decision.

4. Insurance and indemnity

(i) You are liable for:

(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 (if any)

(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 (if any), and

(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 (if any), and subject to sub-clause (ii), you must indemnify us against such liabilities.

(ii) the Village Hall Trustees 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) and (d) above. The Village Hall Trustees 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 the Village Hall Trustees receive under the insurance policy.

(iii) Where the Village Hall Trustees do not insure the liabilities described in sub-clauses (i)(c) and (d) 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 the Booking Secretary. If you fail to produce such policy and evidence of cover, the Village Hall Trustees will cancel this Agreement and re-hire the premises to another hirer.

The Village Hall Trustees are insured against any claims arising out of our own negligence.

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 Copyright licensing

The Village Hall Trustees does not hold relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, you must hold such licence(s).

7. 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).

8. Safeguarding children, young people and vulnerable adults

You must ensure that any activities for children, young people and other vulnerable adults are only provided by fit and proper persons in accordance with 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).

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 our Hall Booking Secretary, or Chair.

(i) You acknowledge that you have received instruction in the following matters:

- You are the legally responsible person in case of fire.
- 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.

10. Noise

You must ensure that the minimum amount of noise is made on arrival and departure, particularly late at night and early in the morning. You must, if using sound amplification equipment provided at the premises comply with any other licensing condition for the premises. Music must cease by 11.30 pm.

11. Drunk and disorderly behaviour and supply of illegal drugs

You must ensure that 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. The Village Hall Trustees 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, Hygiene and Waste Management

(i) You must, if preparing, serving or selling food, observe all relevant Food Health and Hygiene legislation and regulations.

(ii) To prevent any conflict with the Environment Act 2021 (Commencement No.9 and Transitional Provisions) Regulations 2024, and subsequent recharge to the hirer, as of 1st October 2026, all wastes produced by the hirer during the hire MUST be removed from the from the Village Hall premises and Car Park.

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. (PAT Tested)

14. Stored equipment

The Village Hall Trustees 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 the Village Hall Trustees will charge fees each day or part of a day at the hire fee per hiring until the same is removed.

The Village Hall Trustees may, at their discretion, dispose of any items referred to below by sale or otherwise of such terms and conditions as the Village Hall Trustees think fit, and charge you any costs that the Village Hall Trustees 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 and Vaping

You must comply with the prohibition of smoking in public places provisions of the Health Act 2006 and its regulations. The Village Hall Trustees have a no vaping policy within the building. The Village Hall Trustees 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.

16. Accidents and dangerous occurrences

You must report to the Booking Secretary immediately any failure of our equipment or equipment brought in by you. You must report all accidents involving injury to us immediately and complete the relevant section in our Accident book. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

17. Explosives and flammable substances

You must ensure that:

(i) Highly flammable substances, including candles or devices using naked flames, 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.

(iii) None are to be used in the Village Hall.

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.

19. Animals

Guide dogs, Hearing dogs and Assistance dogs are allowed on the premises, attendance by other animals by prior arrangement.

20. 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. If you fail to observe this Condition you may be prosecuted by the local authority.

21. 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. 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.

22. Wi-Fi Services

When using the Wi-Fi service, you agree at all times to be bound by the following provisions:

(i) not to use the Wi-Fi service for any for 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 Wi-Fi service; or

(d) making, transmitting or storing electronic 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 Wi-Fi service security procedure confidential and not to disclose it to any third party.

23. Termination of the Wi-Fi service

The Village Hall Trustees 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:

(i) if you use any equipment which is defective or illegal;

(ii) if you cause any technical or other problems to our Wi-Fi service;

(iii) if, in our opinion, you are involved in fraudulent or unauthorised use of our Wi-Fi service;

(iv) if you resell access to our Wi-Fi service; or

(v) if you use our Wi-Fi service in contravention of the terms of these Standard Conditions.

24. Availability of Wi-Fi Services

(i) Although the Village Hall Trustees aim to offer the best Wi-Fi service possible, the Village Hall Trustees make no promise that the Wi-Fi service will meet your requirements. The Village Hall Trustees cannot guarantee that our Wi-Fi service will always be fault-free or accessible.

(ii) It is your responsibility to ensure that any Wi-Fi enabled device used by you is compatible with our Wi-Fi service and is switched on. 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.

(iii) The Village Hall Trustees 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. The Village Hall Trustees 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.

25. Privacy and Data Protection

(i) The Village Hall Trustees may collect and store personal data through your use of our Wi-Fi service.

(ii) The Village Hall Trustees 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.

(iii) By using our Wi-Fi service, you agree to the terms of this clause 26. If you would like more information or object to anything in these conditions, you should speak to the **Chair - Frank Maloney (chair@fourmarksvillagehall.org.uk)**
When using the Wi-Fi service, the Hirer agrees at all times to be bound by the provisions of 23 (i) and (ii):

(iv) A CCTV system is operational in the Village Hall and car park for your security and protection.

26. Cancellation

If you cancel the booking less than 21 days before the date of the event and the Village Hall Trustees are unable to conclude a replacement booking, the Village Hall Trustees may, in their complete discretion in consideration of circumstances, return the outstanding hire fee.

The Village Hall Trustees 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 hire fee already paid, but the Village Hall Trustees will not be liable to you for any resulting direct or indirect loss or damages whatsoever.

27. End of hire

You are responsible for leaving the premises and surrounding area in a clean and tidy condition, including the removal of all waste from 28th Sept 2026. The property is to be locked and secured, unless directed otherwise, and any contents temporarily removed from their usual positions properly replaced, otherwise the Village Hall Trustees will make an additional charge.

28. 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 the Village Hall Trustees 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.

29. No rights

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