

# **Felton Village Hall**

## **Standard Conditions of Hire**

You will be informed when your booking is confirmed whether Special Conditions of Hire apply and if so at which level. The directions set out in the Special Conditions over-rule those in these Conditions.

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 18 years of age, hereby accept responsibility for being in charge of and on the premises at all times for the duration of your booking 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:

1. supervision of the premises, the fabric and the contents;
2. care of the premises, safety from damage however slight or change of any sort; and
3. 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 or fire exits

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. (See Hiring Policy for details).

### **3. Use of premises**

**3.1.** You must not use the premises (including the car park and garden) 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. You must not sell alcohol (including within a ticket price) without our written permission and ensuring a licence is in place.

**3.2.** You must keep within the hours and space(s) you have booked.

**3.3.** The maximum capacity of the entire Hall must not be exceeded at any time.

**(a)** This is 150 people, including any entertainers and caterers. In other words, you must not add together the totals for the two rooms to increase numbers beyond 150.

**(b)** When using only one of the rooms, the maximum capacities are as follows: (remember that total numbers must include performers / caterers)

Main Hall

- with stage extension in place seated theatre style: 120
- without stage extension seated theatre style: 140
- seated at tables: 100
- standing only: 150. There must be no tables or chairs out at all.

## Coquet Room

- seated theatre style: 60
- seated at tables: 40

(c) In order to ensure the overall maximum capacity is not exceeded the Bookings Officer monitors numbers when the rooms are booked by different people

(d) You must ensure you can accommodate the number of people you anticipate while allowing a central or side aisles for emergency evacuation.

## 4. Insurance and indemnity

4.1 You are liable for:

- (a) costs arising from accidental and malicious loss or damage and for loss or damage arising out of your negligence to any part of the premises including its curtilage or its contents
- (b) costs arising from accidental and malicious loss or damage, and for loss or damage arising out of your negligence, to our WiFi service
- (c) all claims, losses, damages and costs made against or incurred by us, people undertaking work at the Hall, other users of or visitors to the Hall 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 WiFi service , 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 WiFi service, and subject to sub-clause 4.2, you must indemnify us against such liabilities.

4.2 We will take out adequate insurance to insure the liabilities described in sub-clauses 4.1 (a) and (b) above and may, in our discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses 4.1(c) and (d) 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.

4.3 Where we do not insure the liabilities described in sub-clauses 1(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 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.

4.4 In agreement with Regular Users whose request we can accommodate, resources owned by them are stored at the Hall and covered by our insurance, with a pro rata premium amount paid by them on an annual basis

4.5 We 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**

We hold relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) and these cover non-commercial activities. If you are a business profiting from the activity, you must hold such licence(s).

## **7. 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.

## **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. Safeguarding children, young people and adults at risk**

You must ensure that any activities that include children, young people and adults at risk are only provided by fit and proper persons in accordance with our Safeguarding Policy, 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 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 in accordance with the Safeguarding Policy.

## **10. Public safety compliance**

**10.1.** 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.

**10.2.** You must check before you start your activity the location of the first aid boxes (servery and kitchen)

**10.3.** You must check before you start your activity that, in the event of fire, everyone will be able to leave safely. Specifically, check:

- one of the fire notices to remind you of action needed
- the plan of the Hall to identify fire exits
- all escape routes are free of obstruction and can be safely used for instant free public exit
- please note that the external door at the north end (nearest to the Coquet Room) is an emergency exit. It opens freely from the inside. This is why you must check it is locked from the outside when you finish your booking whether or not you are aware that it has been used.
- the levers on the emergency exit doors from the Coquet Room and Main Hall (via the fire exit between the store cupboard and the door to the toilets) are working.
- internal fire doors are not wedged open.

- exit signs are illuminated.
- there are no fire hazards on the premises.
- The emergency lighting supply illuminating all exit signs and routes are on
- you know where people evacuated from the Hall are to gather (opposite the - cemetery on the other side of the road by the bus stop)

Should there be any outbreak of fire however slight, you must follow the instructions on the notices, calling 999 immediately and supervising evacuation of the Hall. As soon as you can, call one of our emergency contact numbers so we can organise help for you and your group. Hall plans for the Emergency Services are displayed in both lobbies and on the external noticeboard.

## **11. 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. Your event must have finished by 11pm and everyone must have left the premises by 12 midnight, unless you have our permission to continue to a later, agreed finishing time

## **12. 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. You must ask any person suspected of being drunk, under the influence of drugs, or who behaving in a violent or disorderly way to leave the premises in accordance with the Licensing Act 2003.

## **13. Food, health and hygiene**

**13.1.** You must, 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. There are refrigerators in the kitchen and servery and a freezer in the kitchen.

**13.2.** The servery is available for serving food and drink. All food preparation must be done in the kitchen.

**13.2.** No food may be stored at the Hall beyond the duration of your booking without our written permission.

## **14. 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. Regular Users should make use of the free PAT testing facility.

## **15. Stored equipment**

**15.1.** One-off Hirers may not store equipment or resources on the premises. Regular Users may not store equipment or resources on the premises without our permission, and then only in the agreed place.

**15.2.** With the exception of resources owned by some Regular Users and insured through our policy, 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. No money should be left on the premises.

**15.3.** Any equipment and other property (other than equipment stored with our permission) 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.

**15.4.** We may, in our discretion, dispose of any items left on the premises without our permission. We may do this 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.

## **16. Smoking and Vaping**

**16.1.** You must comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. You must ask any person attending your activity who breaches this provision to leave the premises. You must ensure that anyone needing to smoke does so outside, away from the entrances, and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire or littering.

**16.2.** Vaping is not allowed on the premises.

## **17. Accidents and dangerous occurrences**

**17.1.** You must report to us as soon as possible any failure of our equipment or of equipment brought in by you.

**17.2.** 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). There are two Trustees who can give assistance with this process: Suzanne Beddow [suzanne@maypolevilla.co.uk](mailto:suzanne@maypolevilla.co.uk) and Colin Chipp [colinchippfvh@gmail.com](mailto:colinchippfvh@gmail.com)

## **18. Explosives and flammable substances**

You must ensure that:

- (a) Highly flammable substances are not brought into, or used in any part of the premises, including the car park and garden
- (b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are erected without our consent. Candles are not permitted.

## **19. Heating**

You must ensure that no unauthorised heating appliances are used on the premises without our consent. You must not use portable liquefied propane gas (LPG) heating appliances.

## **20. Animals**

You must ensure that Guide dogs, Hearing dogs and Assistance dogs are allowed on the premises to permit their owner to attend your event. No other dogs or animals are allowed on the premises.

## **21. 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.

## **22. 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.

## **23. WiFi Services**

When using the WiFi service you agree at all times to be bound by the Hall's WiFi Policy and Guidelines. If you, or people attending your activity wish to use WiFi you need to contact Paul Nailer who is the Trustee responsible for both Bookings and WiFi in advance to get the code: [feltonvillagehall@btinternet.com](mailto:feltonvillagehall@btinternet.com)

## **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. 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, return 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:

- (a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;
- (b) 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;
- (c) the premises becoming unfit for your intended use;
- (d) the closure of the premises to prevent the spread of disease;
- (e) an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion, major accident 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.

## **26. End of hire – clearing, cleaning, and disposal of waste**

**26.1.** You are responsible for leaving the premises and surrounding area in a clean, tidy and secure condition, with windows closed, internal doors closed and both external doors locked. If you are not privvy to the key box code, you must wait on the premises until the agreed time when a Trustee will attend to check and secure the Hall.

**26.2.** You are responsible for ensuring that any furniture and equipment temporarily removed from storage positions is clean and has been properly replaced, otherwise we may make an additional charge. All internal doors should be closed. All switches should be off, except for the 'fridges and freezer. The End of Session Checklist, displayed in each of the lobbies gives you all the information you need.

**26.3.** You are responsible for ensuring that all waste is divided into recyclable (no glass) and general, for the bins both inside and outside the Hall. You must take all glass waste away with you.

**26.4.** If you have any bulky waste, you must take it away to dispose of elsewhere. We have two general waste bins and one for recycling with fortnightly collections. Please consider the needs of other hirers if you have a lot of waste, and take some of it away with you.

**27. No rights**

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

**Associated documents, available on our website** <https://www.feltonvillagehall.co.uk>

Premises Licence  
Hiring Policy  
Safeguarding Policy  
Health and Safety Policy  
WiFi Policy  
WiFi Guidelines  
End of Hire Check List