

These standard conditions apply to all hiring of Wereham Village Hall (WVH). If the Hirer is in any doubt as to the meaning of the following conditions, they must seek clarification from WVH without delay.

1. Age

The Hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge, both off 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:

- (a) supervision of the premises, the fabric, and the contents.
- (b) their care, safety from damage however slight or change of any sort.
- (c) 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 WVH, 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 must not use the premises (including the car park) for any purpose other than that described in the Hiring 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 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.

4. Insurance and indemnity

(i) The Hirer shall be liable for:

- (a) 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
- (b) the cost or repair of any damage (including accidental and malicious damage) done to our Wi-Fi service
- (c) 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 Hirer's use of the premises (including the storage of equipment) and our Wi-Fi service, and
- (d) 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 and / or Wi-Fi by the Hirer, and subject to sub-clause (ii), 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.

(ii) WVH shall take out adequate insurance to ensure the liabilities described in sub-clauses (i)(a) and (b) above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (i) (c) and (d) above. WVH shall claim on its insurance for any liability of the Hirer here-under, 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.

(iii) Where WVH does not insure the liabilities described in sub-clauses (i)(c) and (d) 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 WVH to rehire the premises to another Hirer.

(iv) The Hirer will not do or bring anything into the Village Hall which may endanger or render invalid any insurance policies. This includes the use or storage of liquid gas or petroleum products, without express permission in writing from WVH.

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 Copy Licensing

The Hirer must ensure that we hold relevant licence/licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, you must hold such licence(s).

7. Music

The Hirer 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

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. 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

The Hirer 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 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.

10. 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, WVH's Fire Risk Assessment or otherwise and WVH's Health and Safety Policy, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children.

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.

All Hirers must attend an induction with WVH before using the hall and in the event that such an induction does not take place, WVH reserves the right to cancel the hiring.

11. 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. The doors leading onto the patio area must be closed at 11.00pm and the patio area must not be used for either drinking or socialising after this time.

12. 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.

13. 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.

Please bring your own towels, tea towels, dishcloths, and washing-up consumables, and take them home with you for washing or disposal. Any towels, tea towels or dishcloths found to be left drying after a hire will be disposed of.

At the end of your hire, please remove all rubbish and take it away with you. Any rubbish or recyclable material left in the hall or, in the vicinity of the hall may incur a charge.

14. 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. Any damage caused to the Village Hall as the result of electrical appliances brought into the Village Hall shall be the responsibility of the HIRER. All trailing leads and extensions should be covered in a safety trunking, covered with a safety mat, or securely taped down.

15. 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.

This 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.

16. Sale of Alcohol

At events where alcohol is being sold, all unsold alcohol must be stored and sold from the kitchen. The kitchen door leading to the foyer should be locked at all time and access to the kitchen from the main hall restricted to staff and / authorised personnel only.

All alcohol must be removed at the end of the evening and not stored overnight on the Village Hall premises, unless there has been previous agreement with the village hall management committee.

17. 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 main building and patio area are designated as "No Smoking"

The Hirer shall ensure that anyone wishing to smoke does so outside, away from the building and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire

18. Accidents and dangerous occurrences

Any failure of equipment belonging to the village hall or brought in by the Hirer must 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. Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. The Village Hall Secretary will give assistance in completing this form and can provide contact details of the Incident Contact Centre. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

19. 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 and that

(b) No internal decorations of a combustible nature (e.g., polystyrene, cotton wool) shall be erected without the consent of WVH. No decorations are to be put up near light fittings or heaters.

20. 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 WVH. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

21. Animals

The Hirer shall ensure that no animals (including birds) except assistance dogs, or similar, 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.

WVH reserve the right to ask the Hirer to remove any animal any animal for any reason.

22. 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.

23. Knives and Bladed Articles Policy

Wereham Village Hall does not permit the sale, distribution or display of any bladed articles on its premises. This includes axes, knife blades and razor blades and any other item that is bladed or is sharply pointed.

24. 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.

25. WiFi Services

When using the WiFi service The Hirer agree at all times 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, ovebscene 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 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 WiFi service security procedure confidential and not to disclose it to any third party.

26. Termination of the WiFi service

WVH have the right to suspend or terminate our wifi 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 WiFi service;
- (iii) if, in our opinion, you are involved in fraudulent or unauthorised use of our WiFi service;
- (iv) if you resell access to our WiFi service; or
- (v) if you use our WiFi service in contravention of the terms of these Standard Conditions.

27. Availability of WiFi Services

- (i) Although WVH aim to offer the best WiFi service possible, we make no promise that the WiFi service will meet your requirements. We cannot guarantee that our WiFi service will be fault-free or accessible at all times.
- (ii) It is your responsibility to ensure that any WiFi enabled device used by you is compatible with WVH WiFi service and is switched on. The availability and performance of our WiFi service is subject to all memory, storage and any other limitations in your device. Our WiFi service is only available to your device when it is within the operating range of the main hall.
- (iii) We 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 WiFi service or wireless communications networks generally. We may impose usage, or service limits, suspend service, or block certain kinds of usage in our sole discretion, to protect other users of our WiFi service. Network speed is no indication of the speed at which your WiFi enabled device or our WiFi service sends or receives data. Actual network speed will vary based on configuration, compression and network congestion.

28. Privacy and Data Protection

1. WVH may collect and store personal data through your use of our WiFi service.
2. WVH may process all information about you which is provided in relation to our WiFi service in accordance with your legal rights under GDPR 2018 and solely for the purposes of offering the WiFi service.
3. By using our WiFi service, you agree to the terms of this clause 27. If you would like more information or object to anything in these conditions, contact WVH.

28. Cancellation

WVH 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 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.

29. End of Hire

The Hirer shall be 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 the village hall shall be at liberty to make an additional charge.

30. No alterations

No alterations or additions may be made to the premises. No fixtures may 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 Management Committee. 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.

31. No Rights

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