

**GREAT COXWELL PARISH COUNCIL, AS TRUSTEES OF GREAT COXWELL VILLAGE HALL  
STANDARD TERMS AND CONDITIONS OF HIRE**

In consideration of the hire fee described in the booking arrangements, we agree to permit you to use the premises for the purpose described and for the times described in the Booking Form.

**Date(s) required:** these are the dates and times entered on the completed booking form  
**Village Hall**

(a) Registered Charity No: **300155**

**Hirer:** as named on the booking form where contact details are also entered

**Hire Fees:** as indicated on the booking form with reference to charges shown there. The Committee reserves the right to require a deposit when large numbers are involved or alcohol is to be served. The sum is at the discretion of the Committee, it is usually in the form of a cheque. The cheque will be returned to the Hirer once a representative of the Committee is satisfied that no damage has been done and provided there have been no complaints from neighbours.

**Premises:** The booking agreement covers the whole of the premises and grounds, save for locked rooms or cupboards

**Purpose/description of hiring:**

These are as specified on the booking form

You agree not to exceed the maximum permitted number of people per room. For reasons for fire safety this should never exceed 60 including the organisers/performers. Lower maximum numbers may be appropriate depending on the event or current circumstances and organisers are expected to adhere to any outstanding legislation or recommendations regarding capacity in such cases.

The hall does have any alcohol or entertainment licences. If alcohol is to be sold at an event a TENS licence may be required to be obtained by the hirer. There is a limit on the number of TENS that can be granted annually for any premises. Lack of co-operation could affect future fundraising by us and by local voluntary organisations.

You agree with us to be present (by your authorised representative, if appropriate) during the hiring and to comply fully with this Agreement.

## **STANDARD 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 18 years of age, hereby accept 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 the contents;
- (ii) care of the premises, safety from damage however slight or change of any sort; and
- (iii) the behaviour of all persons using the premises whatever their capacity, including due consideration not to cause a disturbance to the houses surrounding the Reading Room;
- (iv) proper supervision of car parking arrangements so as to avoid obstruction of the highway or undue inconvenience residents.

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, 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. Use of the premises is limited to the hours between 8am to 11pm unless explicitly agreed in writing with ourselves.

### **4. Insurance and indemnity**

(a) You are liable for:

- (i) 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
- (ii) 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
- (iii) 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 subject to sub-clause (b), you must indemnify us and our employees, volunteers, agents and invitees against such liabilities.

(ii) We will take out adequate insurance to insure the liabilities described in sub-clauses (a)(i) above and may, at our discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (a)(ii) and (iii) above. We will claim on our insurance for any liability you incur but you must indemnify us and our employees, volunteers, agents and invitees 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.

(c) Where we do not insure the liabilities described in sub-clauses (a)(ii) and (iii) 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 Bookings Secretary. If you fail to produce such policy and evidence of cover, we will cancel this Agreement and may re-hire the premises to another hirer.

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**

You must ensure that you hold relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL).

## **7. Music**

You must have our written permission for performance of live music and the playing of recorded music. This Agreement confers that permission.

## **8. Film & TV/Streaming**

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.

There is no TV licence for the hall. Watching or recording of live TV on any channel is prohibited on any device if you are plugged into the mains. Watching on a laptop, tablet or mobile phone is permitted if you are not plugged into the mains and you have a current TV licence at your home address. You must indemnify us and our employees, volunteers, agents and invitees against any liabilities incurred by us as a result of you watching TV or content on the premises. Watching of DVDs is permitted.

## **9. 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).

## **10. 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 Bookings Secretary and Parish Clerk.

(i) You acknowledge that you are suitably informed on the following matters:

- The action to be taken in event of fire. This includes calling the Fire Brigade and

evacuating the hall.

- Location of fire fighting equipment and Fire Precautions (instructions for use are on the appliances).
- 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 first aid boxes.

(ii) In advance of any activity whether regulated entertainment or not you must check the following items:

- That all fire exits are unlocked and in good working order.
- That all escape routes are free of obstruction and can be safely used for instant free public exit.
- That exit signs are illuminated.
- That there are no 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.

### **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.

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

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. The premises are provided with a refrigerator.

### **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. Where a residual circuit breaker is provided you must make use of it in the interests of public safety.

### **15. Stored equipment**

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. All equipment and other property (other than stored equipment) 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.

We may, in our discretion, dispose of any items referred to below 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, 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.

## **16. 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, matches etc. in a tidy and responsible manner, so as not to cause a fire. There is a purpose built receptacle on the wall to the right of the main door to the foyer.

## **17. 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 sheet contained in the Health & Safety file.

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

You must ensure that:

Highly flammable substances 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.

## **19. 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.

## **20. Animals**

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

## **22. Cancellation**

If you wish to cancel the booking less than one week before the date of the event and we are unable to conclude a replacement booking, we will, at our complete discretion, require payment of the hire fee.

We reserve the right to cancel this Agreement by giving you written notice in the event of:

the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;

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) 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 deposit already paid, but we will not be liable to you for any resulting direct or indirect loss or damages whatsoever.

## **28. End of hire**

You are 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 we may make an additional charge.

### **29. 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.

### **30. No rights**

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

### **31. General Data Protection Regulations (GDPR)**

Privacy Notice Legislation introduced in May 2018 increases the rights of individuals in relation to information held about them, how the information is held, the type of personal information collected and how it is used.

GCPC and its agents, collects personal contact information via the booking form solely for the purpose of hiring the hall and does not share this information with third parties. This data is held securely and deleted when no longer required for the purpose of hire.

GCPC has created a policy to satisfy the regulations which is available to relevant individuals on request. Anyone who has supplied personal data to the Hall and/or its Agent can ask for their data to be deleted by contacting a member of GCPC or the Parish Clerk