



TASBURGH VILLAGE HALL MANAGEMENT COMMITTEE HIRE AGREEMENT TERMS AND CONDITIONS

PARTIES TO THE AGREEMENT

Throughout this Agreement:

- Tasburgh Village Hall Management Committee (TVHMC) is referred to as WE. OUR is construed accordingly. WE and US mean and include charity trustees, employees, volunteers, agents and invitees.
- THE HIRER is referred to as YOU. YOUR is construed accordingly; YOUR also includes employees, volunteers, agents and invitees.

EVENTS

- * Most events are acceptable but we cannot accept boxing or wrestling matches.
- * We cannot accept any events for the sale of alcohol.
- * 18th and 21st birthday parties are subject to vetting by TSSC.
- * Film shows are allowable only with specific conditions.
- * WE reserve the right to refuse bookings.

HIRING FEES

- * A deposit of 25% of the hire cost of hire is payable when signing the hire form.
- * This deposit is non-returnable on cancellation by the hirer.
- * The balance is due on or before 28 days before the date of hire.
- * A £100 security deposit is payable on collection of the Village Hall keys.
- * Failure to return the keys will mean you lose your security deposit.
- * The security deposit will be refunded within 28 days of the day of hire if no damage or loss has been caused to the premises and/or contents-including broken glass and bottles, nor complaints made about noise or other disturbance during the period of the hiring as a result of the hiring.
- * We accept payment by card, cheque, PayPal and bank transfer.
- * For card payments use the PayPal portal on our website.
- * The card must be in the name of the hirer and registered at their address.
- * A £2 charge is made for all credit card payments.

MAXIMUM NUMBERS

- * This includes organisers, performers, guests and others.
- * Main hall - 200 dancing/100 seated at tables/125 dancing with table seating, or 200 seated in rows.
- * Small hall -98 dancing, 80 seated at tables, 90 dancing with table seating or 98 seated in rows.
- * Committee room - 20 seated at tables or 30 seated in rows.

LICENSES

* WE have a licence with the Performing Right Society (PRS) for the performance of copyright music and a Phonographic Performance Licence (PPL).

* WE do not have a Premises Licence authorising entertainment and the sale of alcohol.

* This Agreement gives permission to YOU for a performance of live music, the playing of recorded music, or an exhibition of a film but only in accordance with the Deregulation Act 2015.

* YOU are responsible for ensuring that screenings of films abide by age classification ratings.

PRESENCE OF HIRER

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

AGREEMENT

* The Standard Conditions of Hire form part of the terms of this Agreement.

THIRD PARTIES

* None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to 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.

Accidents, incidents 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 or incidents involving injury or potential injury to the public to US as soon as possible and complete the relevant section in our incident book.

* YOU must report certain types of accident or injury on a special form to the Incident Contact Centre. WE 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 2013 (RIDDOR).

Age

* YOU, being a person of 18 years of age or older, 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 of Hire under this agreement relating to management and supervision of the premises are met.

Alcohol

- * WE reserve the right to confiscate any alcoholic drinks brought on to the premises by hirers or their guests.
- * YOU must not allow the consumption of alcohol without OUR written permission.
- * Only Tasburgh Sports and Social Club (TSSC) can sell alcoholic drinks on the premises.
- * If the bar is hired a separate Bar Hire agreement -subject to extra terms and conditions must be signed by YOU.
- * The provision by YOU of any welcome drinks must be agreed in advance with TSSC.

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.
- * At OUR discretion, any alteration, fixture or fitting or attachment that 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.

Animals

- * YOU must ensure that guide dogs, hearing dogs and assistance dog owners are allowed on the premises.

Booking

- * Completion of the hire form(s) does not constitute a booking confirmation.
- * WE will confirm to YOU by email or post only after full payment for the hire and OUR acceptance of the booking.

Boxing wrestling and mixed martial arts

- * WE do not allow boxing, wrestling or mixed martial arts matches or demonstrations -either indoor or outdoors.
- * WE do allow mixed martial arts training and education classes.

Cancellation

- * WE keep the deposit of 25% of the hire cost if YOU cancel for any reason.
- * If WE or Tasburgh Sports and Social Club have had any special requests from YOU that involve the purchase of extra goods or services, WE reserve the right to charge YOU for these.
- * 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 the hire could lead to a breach of legal or statutory requirements.

(c) OUR reasonably considering that the hire could lead to unlawful or unsuitable activities taking place.

(d) The village hall becoming unfit for YOUR intended use.

(e) 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.

* YOU will be entitled to a refund of any deposit already paid.

* WE will not be liable to YOU for any resulting direct or indirect loss or damages.

Complaints

* YOU must submit any complaints to US in writing, giving full details of the complaint.

* Address for complaints is admin@tasburghvillagehall.org.uk

* WE will acknowledge the complaint -without prejudice.

* Written complaints will be put before OUR next meeting.

* If OUR chairman considers the complaint of a serious nature WE will call an extraordinary meeting to discuss it.

* OUR decision on the complaint will be sent in writing to YOU within 7 days of the meeting where it is discussed.

* At OUR discretion WE may allow YOU to attend the relevant meeting to put YOUR case in person.

* There is no right of appeal on complaints.

* OUR decision on complaints is final.

Damage

* 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.

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:

(a) No person attending the event consumes excessive amounts of alcohol.

(b) No illegal drugs are brought onto the premises.

* Drunk and disorderly behaviour is not permitted on the premises or in the vicinity.

* WE 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.

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.

End of hire

* YOU are responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured and with any contents temporarily removed from their usual positions properly replaced- or WE reserve the right to make an additional charge.

Explosives and flammable substances

* YOU must ensure that highly flammable substances are not brought into, or used in any part of the premises.

* Internal decorations of a combustible nature (e.g. polystyrene, cotton wool) can only be erected with OUR prior written consent.

Films

* 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.

* No exhibition of a film, where the intention is to make a profit, including raising money for charity is allowed.

* Films are allowed if they are a film club, film society, or local social group screening.

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 against all actions, claims and proceedings arising from any breach of this condition.

* If you fail to observe this condition YOU may be liable to prosecution by the local authority.

Food, health and hygiene

* YOU must, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.

* Dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations.

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.

Glass

* YOU must ensure that glass is not taken on to the field or car park.

Heating

* YOU must ensure that no unauthorised heating appliances are used on the premises without OUR consent.

Insurance and indemnity

* 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 land or its contents.

(b) The cost of repair of any damage -including accidental and malicious damage- done to our WiFi service.

(c) All claims, losses, damages and costs made against or incurred by US, 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.

(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 you must indemnify us against such liabilities.

* WE will take out adequate insurance against any claims arising out of our own negligence.

* WE will offer YOU an optional Hirers Public Liability Extension insurance.

* WE do not charge for this policy

* WE can only offer this to individuals, not for profit groups and charitable or voluntary organisations.

* YOU must ask for the cover

* WE will send to you full details of the cover

* The cover is only activated if WE send you details with YOUR name inserted in the Hirer's Details

* YOU must read the copy of the summary and extension

No rights

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

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.

Public and commercial events

* WE have total discretion in deciding whether or not to accept bookings for public or commercial events.

* For such events WE will require YOU to provide proof that YOU have suitable public liability insurance.

Public safety compliance

- * YOU must comply with all conditions and regulations made in respect of the premises by the Local Authority, OUR fire risk assessment, OUR health and safety policy, and OUR safety notes.
- * OUR hall plan marks the location of fire exits, fire extinguishers and the first aid box.
- * WE will give YOU relevant instructions on or before handing over the keys, including on how the fire extinguishers work, how the escape door fastenings work, and where the fire exits are.
- * The emergency lighting supply illuminating all exit signs and routes is operated by an automatic mains failure-switching device.

Safeguarding children, young people and vulnerable adults

- * YOU must ensure that only fit and proper persons, in accordance with the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation, provide activities for children, young people and vulnerable adults.
- * When requested, YOU must provide a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service.

Sale of goods

- * YOU must, if selling goods on the premises, comply with Fair Trading Act 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.

Smoking

- * YOU must comply with the prohibition of smoking in public places provisions and regulations of the Health Act 2006
- * 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 and matches and rubbish in a tidy and responsible manner, so as not to cause a fire.

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 excluded.
- * YOU must remove all equipment and other property (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 it 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 disposing of the same, in any of the following circumstances:

(a) YOUR failure either to pay any charges on stored equipment due and payable or to remove the same within seven days after the agreed storage period has ended.

(b) YOUR failure to dispose of any property brought on to the premises.

Supervision

During the period of hire YOU are responsible for:

(a) Supervision of the premises, the fabric and the contents.

(b) Care of the premises, safety from damage however slight or any change.

(c) The behaviour of all people using the village hall.

(d) Supervision of car parking to avoid obstruction of the highway.

Use of premises

* YOU must not use the premises and car park 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.

WiFi

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

* 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.

(d) Making, transmitting or storing electronic copies of material protected by copyright without permission of the owner;

* YOU must keep any username, password, or any other information that forms part of the WiFi service security procedure confidential and not to disclose it to any third party.

WiFi availability

* Although WE 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.

* It is YOUR responsibility to ensure that any WiFi enabled device used by YOU is compatible with OUR 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 village hall.

* 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.

WiFi termination

* WE have the right to suspend or terminate OUR WiFi service immediately if there is any breach of any of the provisions of these Conditions or:

(a) If YOU use any equipment that is defective or illegal.

(b) If YOU cause any technical or other problems to OUR WiFi service.

(c) If, in our opinion, YOU are involved in fraudulent or unauthorised use of OUR WiFi service;

(d) If YOU resell access to our WiFi service

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