



Oulton Village Hall

Registered Charity No: 522771

Terms & Conditions

Introduction:

Oulton Village Hall is a charity whose specific objective is to provide the Hall's facilities for the use of the inhabitants of Oulton and the local community. The charity is self-funded and managed by a small group of volunteers who form the Hall's Management committee. The hiring of the Hall provides an essential source of income for the provision and maintenance of the Hall.

These terms and conditions constitute an Agreement of hire is made between the hirer and the venue. The parties agree that hiring will be carried out in accordance with these conditions. Please be aware that electronic confirmation from the Halls' booking secretary of your booking the Hirer enters into a contract that could be used should legal action be necessary.

These Conditions apply equally to casual / regular hirers of the Hall. Annual applications from regular hirers must be agreed with the hall's booking secretary on an annual basis. The Hall's Booking Secretary reserves the right to end any hire agreement by giving the hirer 1 weeks' notice in writing or by electronic methods.

Regular hirers will be invoiced by the Hall's treasurer at intervals pre-agreed with the Hall's Treasurer. Nonrefundable hire costs and associated Invoices to casual hirers must be paid within 14 days by bank transfer, failure to do so may result in the cancellation of hiring, refunds of hire costs are as per section 23 below. All one-off bookings (casual hirers) could be subject to a representative of the Management Committee being available to check hirers in and out of the premises. This will be confirmed at the enquiry stage i.e., before a booking is accepted and confirmed.

Hall Information – Hall opening times 9.00am – midnight. Serving of Alcohol to cease by 11.30p.m. Music to finish by 11.45p.m. Premises to be vacated by Midnight.

Oulton Village Hall 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.

- **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 our Agreement relating to management and supervision of the premises are met.

- **Supervision**

During the period of the hiring, you are responsible for:

- supervision of the premises, the fabric and the contents;
- care of the premises, safety from damage however slight or change of any sort; and
- the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements.

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.

- **Use of premises**

You must not use the premises (including the car park) for any purpose other than that described in your hiring request 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 permission.

All ball games by agreement i.e., table tennis and indoor bowls. No fires in the car park. No outdoor bouncy castles. The car park is only to be used for parking cars. No confetti cannons/smoke machines to be used on hall premises.

Indoor inflatables of the type hired for a children's party are allowed inside the hall but are used entirely at the hirers risk, the hirer is responsible that the provider of such items has adequate public liability insurance, and a copy of this insurance is provided to the booking secretary – take care to not damage the halls wooden floors, assess risks and ensure any indoor inflatable is clear of the hall beams and is sensibly located.

- **Insurance and indemnity**

- You are liable for:
 - 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

- costs arising from accidental and malicious loss or damage and for loss or damage arising out of your negligence done to our Cinemaphotography equipment incl Wi-Fi service.
- 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 WIFI service (if any), and
- 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 (if any), and subject to sub-clause (ii), you must indemnify us against such liabilities.
- We will take out adequate insurance to ensure 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. We will claim on our insurance for any liability you incur but you must indemnify us against:
 - any insurance excess incurred and
 - the difference between the amount of the liability and the monies we receive under the insurance policy.
- Where we do not insure the liabilities described in sub-clauses (i)(c) and (d) above, you must take out adequate insurance to insure such liability.

We are insured against any claims arising out of our own negligence.

- **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.

- **Music Copyright licensing**

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

- **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.

- **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).

- **Safeguarding children, young people and adults at risk**

You 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.

- **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 ensure that you have access to a charged mobile phone to call any emergency service and give details to the Hall Secretary.

Emergency Telephone Numbers

L Cooper 01785 814993

M Robinson 01785812438

D Haynes 07985215945

- You acknowledge that you have received instruction in the following matters:
 - 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 fire doors and of closing all fire doors.
 - Location of the first aid box.
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- 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.
 - That emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

- **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.

- **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. We/you 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.

- **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 but are used at the sole risk of the hirer.

- **Electrical appliance safety**

You must ensure that any electrical appliances brought by you to the premises and used are safe, in good working order, PAT tested and used in a safe manner in accordance with the current Electricity at Work Regulations.

- **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.

- **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 using the smoking disposable containers accordingly.

- **Accidents and dangerous occurrences**

You must report to us as soon as possible any failure of our equipment. 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 (located in the kitchen above the radiator).

- **Explosives and flammable substances**

You must ensure that:

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

- **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.

The heating is automatically regulated. "Hirers must not" alter the heating settings.

- **Animals**

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

- **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.

The fixing of any posters or notices (including temporary notices) and all other miscellaneous items on internal walls is prohibited. As is the use of sellotape, blue tack or any other method of fixation.

- **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.

- **Cancellation**

If you wish to cancel the booking before the date of the event and we are unable to conclude a replacement booking, we will refund payment as below.

Upto six months before the event	Full Refund
Upto 3 months before the event	50% refund
Less than 3 months before the event	No refund

We reserve the right to cancel your confirmed booking but not exclusive of the list below.

- 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;
- the premises becoming unfit for your intended use;
- 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.
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In any such case you will be entitled to a refund but we will not be liable to you for any resulting direct or indirect loss or damages whatsoever.

- **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.

Toilets must be flushed and left clean. All lights must be turned off. Tables and chairs are to be returned to their stored location. The Village Hall takes no responsibility for items left in the Hall after it has been used by a hirer. All rubbish generated during the period of hire should be removed from the building and disposed of appropriately. You are to ensure the property is properly locked and the foyer door entrance key placed in the external lock safe. The Hirer must ensure that the Premises are vacated promptly at the end of the Period of Hire.

- **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 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.

- **No rights**

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

The Hall's management committee welcomes comments or any observations that you may have about your hire of the hall.

Thank you for choosing Oulton village Hall