

Steeple Aston Village Hall

Standard Conditions of Hire

These Standard Conditions are based on the 2021 update to the 2016 Model Hiring Agreement provided for Village Halls by ACRE (Action with Communities in Rural England) and apply to any hire of the premises. They should be read in conjunction with the Special Conditions of Hire which follow. If you are in any doubt as to the meaning of any of the Conditions, you must seek clarification from us without delay.

Definitions

Throughout these Standard Conditions

"We", "our", "us"	Steeple Aston Village Hall, its charity trustees, employees, volunteers, agents and invitees.
"You", "your"	The person or organisation entering into an agreement to hire the premises, including members of your management committee (if appropriate), employees, volunteers, agents and invitees.
"Hire Agreement"	The agreement to hire the premises pursuant to these Standard Conditions and any Special Conditions of Hire.
"Premises", "Village Hall"	The premises known as Steeple Aston Village Hall.
"Commercial Hirer"	An individual or organisation whose hiring is directly or indirectly intended to result in financial gain for the hirer or the business they represent, including the sale of goods or services for profit. For the avoidance of doubt, this does not include charities or community groups hiring the hall for fundraising purposes, provided that any surplus is applied to their charitable or community objects.

Conditions of Hire

1. Age and Responsibility

You, being a person of 18 years of age or over, 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 and Special Conditions under the Agreement relating to management and supervision of the premises are met. Your attention is drawn to Special Conditions Clause 2.

2. Supervision

During the period of Hire, 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 so as to avoid obstruction of the highway.

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 (including the car park) for any purpose other than that described in the Booking Form/Hire Agreement. You 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 might endanger the premises or render invalid any insurance policies covering the premises nor allow the sale of alcohol without our separate written permission and granting of the necessary licence.

4. 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 WiFi 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, 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, and subject to sub-clause 4(b), you must indemnify us against such liabilities.
- We will take out adequate insurance to insure the liabilities described in sub-clauses 4(a)(i) and 4(a)(ii) above and may, in our discretion and in the case of non-commercial hirers only, insure the liabilities described in sub-clauses 4(a)(iii) and 4(a)(iv) above. We will claim on our insurance for any liability you incur, but you must indemnify us against
 - any insurance excess incurred and

- (ii) 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 4(a)(iii) and 4(a)(iv) above, you must ensure adequate insurance is in place to insure such liability and produce the policy and current receipt or other evidence of cover to our Letting Agent. If you fail to produce such policy and evidence of cover we will cancel this Agreement and may rehire 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 we hold relevant licences under Performing Right Society for Music (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, you must hold such licence(s).

7. Music

You must have our written permission for the 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. The Deregulation Act 2015 requires you to have our written permission to show a film. This Agreement confers that permission.

9. Safeguarding Children, Young People and Vulnerable Adults

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 to the appropriate authority without delay.

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 and Special Conditions of Hire.

You must call the Fire Service to any outbreak of fire, however slight, and give details to our Letting Agent.

- (a) You acknowledge that you have received instructions covering the following matters:

- Action to be taken in the event of fire. This includes calling the Fire Brigade and evacuating the premises;
- Location and use of fire equipment as shown on plans displayed in each room;
- Escape routes and the need to keep them clear at all times;
- 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 of the First Aid box (in the marked wall cupboard in kitchen).

- (b) In advance of any activity you must check that:

- all fire exits are unlocked and panic bolts in good working order
- all escape routes are free of obstruction and can be safely used for instant free public exit
- any fire doors are not wedged open
- exit signs are illuminated
- there are no fire hazards on the premises
- emergency exit signs are illuminated. (Emergency lights come on in the event of mains failure and are tested weekly).

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. If using sound amplification equipment you must comply with any licensing condition for the premises.

12. Drunk and Disorderly Behaviour and Supply of Illegal Drugs

You must ensure that, in order to avoid disturbing residents in neighbouring properties and to avoid violent or criminal behaviour

- (a) no one attending the event consumes excessive amounts of alcohol;
- (b) 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 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.

13. Food Health and Hygiene

If preparing, serving or selling food, you must 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 you must provide your own food thermometer if one is required. Your attention is drawn to Special Conditions Clause 5.

14. Electrical Appliance Safety

You must ensure that any electrical appliances brought by you onto 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 for each day or part of a day at the hire fee per hiring until the same is removed.

We may, at 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:

- (a) 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.
- (b) your failure to dispose of any property brought on to the premises for the purposes of the hiring.

16. Smoking and Vaping

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 or vape does so outdoors and disposes of cigarette ends, matches and other materials in a tidy and responsible manner, so as not to cause a fire. There is a purpose built receptacle on the wall to the left of the main doors as you exit the Hall. Any items containing batteries must be taken home and disposed of responsibly.

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 book. You must report certain types of accident or injury on a special form to the HSE Incident Contact Centre in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR). The Secretary of the SAVH Trustees will provide assistance in completing this form and the contact details of the Incident Contact Centre.

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;
- (b) no internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are erected without our prior written consent.

19. Heating

You must ensure that no unauthorised heating appliances are used on the premises when open to the public without our prior written consent. You must not use portable Liquefied Propane Gas (LPG) heating appliances.

20. Animals

You must ensure that Guide dogs, Hearing dogs and other registered assistance dogs are allowed on the premises. Your attention is drawn to Special Conditions Clause 4(a).

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 us and keep us indemnified 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

If selling goods on the premises, you must 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 Manufacturer's Recommended Retail Prices.

23. WiFi Services

When using our WiFi service you agree at all times to be bound by the following provisions:

- (a) not to use our WiFi service for any for the following purposes:
 - (i) disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;
 - (ii) 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;
 - (iii) interfering with any other person's use or enjoyment of our WiFi service; or
 - (iv) making, transmitting or storing electronic copies of material protected by copyright without permission of the owner;
- (b) to keep any username, password, or any other information which forms part of our WiFi service security procedure confidential and not to disclose it to any third party.

24. Termination of the WiFi Service

We have the right to suspend or terminate our WiFi service immediately in the event of any breach of any of the provisions of these Standard Conditions or any Special Conditions including without limitation:

- (a) if you use any equipment which 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; or
- (e) if you use our WiFi service in contravention of the terms of these Standard or any Special Conditions.

25. Availability of WiFi Services

- (a) Although we aim to offer the best WiFi service possible, we make no promise that our WiFi service will meet your requirements. We cannot guarantee that our WiFi service will be fault-free or accessible at all times.
- (b) 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 Main Hall.

- (c) We are not responsible for data, messages, or pages that you may lose or that become misdirected because of any 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.
- (d) 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.

26. Privacy and Data Protection

- (a) We may collect and store personal data through your use of our WiFi service.
- (b) We may process all information about you which is provided in relation to our WiFi service in accordance with your legal rights under the Data Protection Act 2018 and UK GDPR and solely for the purposes of offering the WiFi service.
- (c) By using our WiFi service, you agree to the terms of this Clause 26. If you would like more information or object to anything in this Condition, you should write in the first instance to the Letting Agent.

27. Cancellation

- (a) If you wish to cancel the booking before the date of the event the following charges will apply:

Notice given	Charge payable
28 days or more	No charge
At least 14 days	50% of hire charge
Less than 14 days	100% of quoted hire charge

- (b) If you wish to reschedule the booking rather than cancel, the cancellation charge may be applied as a credit against the rescheduled booking subject to this taking place within **three** calendar months of the original booking date.
- (c) We reserve the right to cancel this Agreement by giving you written notice in the event of:
 - (i) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election.
 - (ii) our reasonably considering that
 - (a) such hiring will lead to a breach of licensing conditions or other legal or statutory requirements, or
 - (b) unlawful or unsuitable activities will take place at the premises as a result of this hiring.
 - (iii) the premises becoming unfit for your intended use.
 - (iv) 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 monies 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 in writing. You must properly replace any contents temporarily removed from their usual positions, 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, placards, decorations or other articles in any way to any part of the premises without obtaining 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 Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on you.

Special Conditions of Hire

1. Capacity

- (a) You must ensure that the maximum number of people on the premises does not exceed **140** at any time. This number includes all guests, performers, supporters and participants anywhere on the premises. For each wheelchair, rollator, pushchair or similar aid the total number permitted is reduced by two. This is a condition of our Premises Licence.
- (b) For seated events, you must ensure that for
 - (i) theatre style seating
 - (a) the maximum number on the premises does not exceed 120;
 - (b) seating is arranged to allow a minimum of one central aisle, and preferably with additional aisles at each side;
 - (c) all aisles have a clear minimum width of 1.1m to comply with our Fire Safety Risk Assessment.
 - (ii) banquet style seating around tables
 - (a) the maximum number on the premises must not exceed 100;
 - (b) tables and chairs are arranged to allow an unobstructed route to the fire exits at each end of the Main Hall.

2. Supervision

- (a) You must nominate at least one additional adult to be responsible in the event of an emergency during the period of hire.
- (b) Where the majority of participants are under the age of 16 years, you must nominate at least two additional adults to carry out the responsibilities set out in 2(c) below.

- (c) You must ensure that the nominated responsible adults
 - (i) have read and understood the Standard and these Special Conditions of Hire;
 - (ii) are aware of the fire procedures and locations of emergency exits and the Assembly Point;
 - (iii) know the location of the First Aid box; and
 - (iv) have use of a mobile phone with signal or WiFi calling facility.
- (d) Where applicable, nominated adults will also be responsible for following all regulations and guidance concerning Licensing, Safeguarding and Food Health and Hygiene.

3. Fire Safety Procedures

- (a) The following important safety notices are displayed on the notice boards in the main entrance lobby, kitchen and meeting room.
 - (i) Plan of the premises showing the locations of fire exits, fire extinguishers and the Assembly Point which is in the main car park between the Village Hall and Preschool.
 - (ii) Emergency Fire Action Plan.
- (b) You must familiarise yourself with these instructions and announce them to your guests at the start of your hire.
- (c) If you notice that any of the fire equipment or emergency lighting appears not to be working, you must inform our Letting Agent immediately.
- (d) If the alarm is triggered accidentally and you are certain there is no fire, instructions for switching off and re-setting the alarm are found on the fire alarm flap in the hall (to the right of the kitchen door). You must report the incident to our Letting Agent immediately.

4. Health and Safety

- (a) You must not bring any animal (including birds) except registered assistance animals onto the premises, unless for a special event for which we have given prior written permission. You must not allow any animal (including birds and assistance animals) to enter the kitchen at any time. We reserve the right to ask owners to remove any animal for any reason.
- (b) You must use two people when opening drawers under the stage.
- (c) You must not bring your own ladders or stepladders onto the premises and must obtain our permission before using any ladders or stepladders stored on the premises. Ladders must not be used unless more than one person is present, and must be properly secured when working at height.
- (d) You must not use smoke, fog and similar machines as they will activate the alarm system.
- (e) No batteries may be placed in any interior or exterior rubbish bins. Loose batteries and any items containing batteries must be taken home and disposed of responsibly.

5. Kitchen

- (a) All hirers
 - i) For Health and Safety reasons, we do not provide any kitchen cleaning supplies. If you intend to make use of the kitchen you must provide your own tea towels, dishcloths, pan scourers, etc. and enough rubbish bags for all your needs.

- ii) You must ensure that no child under 12 enters the kitchen area unless they are accompanied by an adult and that no more than 4 children under 12 are in the kitchen at any time.
- (b) Hirers of Main Hall or Meeting Room only
You may use the kitchen to make hot drinks or to plate up pre-prepared cold food such as biscuits, sandwiches or cakes, but you must not prepare food in the kitchen or use the ovens.
- (c) Hirers of All Facilities
 - i) If you hire All Facilities, you may provide your own hot or cold food either by using the kitchen facilities or via a commercial service, subject to obtaining the necessary insurance. The Parish Council has determined that food suppliers may bring a van and small trailer to the site. The trailer must be no larger than Panel Van sized.
 - iii) When preparing and serving food you must observe the health and safety guidance displayed on the kitchen notice board. Hirers may, if they wish, ask for advice from a Trustee trained in health and safety (food hygiene) matters who can advise, for example, on the recommended times for displaying non-chilled food.

6. Alcohol at Events

See SAVH Information Sheet "Do I Need an Alcohol Licence for my Event?" for more details.

- (a) During the period of hire you will be responsible for complying with the Licensing Act 2003 and the regulations therein governing the sale and supply of alcohol at events.
- (b) You must not allow the sale, serving or consumption of alcohol anywhere on the premises without having given us prior written notice.
- (c) You must not allow the sale of alcohol anywhere on the premises without our prior written permission and only after obtaining the relevant licences.
- (d) All events must finish by midnight, with alcohol served no later than 11:30pm. This is an express condition of our Premises Licence.

7. Brought In Equipment including Bouncy Castles and other Inflatables

Brought in equipment, especially bouncy castles and other inflatables, must be supplied by a competent provider, properly insured and operated in accordance with safety guidance. You must

- (a) notify us in writing of your intention to use such equipment by completing the relevant section of the Booking Form either at the time of booking, or as soon as possible thereafter, and
- (b) complete and sign our Declaration Form at least 28 days before your event.
- (c) provide evidence that you or your supplier holds and maintains a minimum of £2 million public liability insurance, and sufficient to cover the circumstances of your hire.
- (d) ensure that the equipment is operated at all times by a competent and responsible adult in accordance with the manufacturer's instructions, supplier's conditions of use and all applicable safety guidelines.

We reserve the right to withdraw our permission if we have any safety concerns, or if adequate insurance evidence is not provided.

8. Commercial Hirers and Service Providers

- (a) Commercial hirers and service providers must hold valid public liability insurance and provide their own risk assessments, safeguarding and other policies where applicable. It is the commercial hirer's or provider's responsibility to ensure that all staff employed by them are appropriately qualified, trained and DBS checked as required by law in order to manage attendees safely and professionally and comply with all regulatory requirements for their specific service.
- (b) If you are hiring the premises for commercial purposes and playing recorded music, you must either use an approved franchised, or PRS/PPL free site or show your Phonographic Performance Licence to our Letting Agent and provide a photocopy for our records. Please contact our Letting Agent for the appropriate form.

9. Chairs

- (a) We have 100 red fabric chairs in the store to the left of the Main Hall, stacked with a maximum of **20** allowed on each trolley. You must use the trolleys to move the chairs around the Hall to avoid damaging the floor. After your event, check the chairs as they are replaced on the trolley, and if anything has been spilt on a chair, put the soiled chair on the top of the stack and inform our Letting Agent. You must ensure that all chairs are returned to the trolleys and put back in the store after use.
- (b) You must inform our Letting Agent if your event will be a children's party or involve messy substances such as **glitter or glue**. You will be recommended the use of 27 grey plastic chairs stored at the back of the stage. These are much easier to wipe down and may save you a lot of time and expense.
- (c) There are a few folding chairs in the left hand drawer under the stage.

10. Additional Facilities

- (a) To use any of the fixed facilities available in the Main Hall (Public Address (PA) system, stage sound/lighting system and/or projector and screen), you must book these in advance with our Letting Agent who will arrange for you to receive instruction in their operation. For Health and Safety reasons you must not under any circumstances attempt to operate any of fixed additional facilities without prior instruction.
- (b) The piano in the hall, is the property of Steeple Aston Choral Society. If you wish to play it you must obtain prior permission from the SACS Secretary, Margaret Bulleyment (01869 347346)

11. Licensing

- (a) We do not hold a TV Licence for the Premises. If you intend to use your own device to watch live television or BBC iPlayer, you must provide your own licence.
- (b) If you need any other licence in respect of an activity during the period of hire, you must obtain the relevant licence and inform our Letting Agent accordingly.

12. End of Hire

You must

- (a) return all items used during your hire to their original locations, and report any damage to the Letting Agent immediately;
- (b) leave the premises secured, clean and tidy, with all rubbish removed and disposed of responsibly;
- (c) leave the premises promptly at the end of your hire and return keys immediately to the collection point unless directed otherwise in writing by our Letting Agent.

13. Return of Security Deposit

- (a) Subject to all hiring conditions having been met, we will return any security deposit to you by BACS not more than 14 days after your hire. It is your responsibility to ensure that you have provided us with the correct bank details to make the transfer.
- (b) If you do not leave the premises in a satisfactory condition, we will retain the full deposit while we determine the amount to be withheld and/or any additional charges to be paid taking into account any damage, untidiness/cleanliness, black sacks left on the premises, late exits or other breach of conditions. We will notify you of our decision in writing within 14 days and aim to return any balance of deposit or invoice for further costs within 30 days of your hire date, subject to receipt of any confirmation required from our insurers.