

Biddenden Village Halls and Sports Committee

Registered Charity No 302684

Standard Conditions of Hire of Village Halls

If we receive payment or the hall is used prior to receiving a signed copy of the rental agreement we will treat that as acceptance of all terms of the VHSC Conditions of Hire of Village Halls

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 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, if any) 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.

Restrictions

The maximum number of people shall not exceed:

	New Hall*	Old Hall*
a) Ballroom and Disco Dancing	180	90
b) Close Seated Audience (Stage Play)	200	110
c) Functions utilizing seating at tables	115	60
d) Functions combining a and c above	142	73

Gangways are to be at least 1070mm wide and Fire Exits and Exit Routes are to be maintained clear of obstructions while premises are being used by the public. The prior approval of the Committee is required for:

- i) Close seating plans and
- ii) Temporary use of electric fittings, petrol/oil/candle lamps and decorations.

Stage scenery is to be made flame resistant, and temporary decorations may only put up in the main halls but not on escape routes.

Music and Dancing and other similar Public Entertainments are restricted to the hours between 10.00am and 11.45pm, but the Club House may be opened from 9.00am for other normal activities. Musical events of any kind are not permissible on a Sunday.

When the Club House is in use a 'responsible person' over 21 years of age assisted by at least one competent assistant per 100 persons in each Hall open to the public must be present all the time

The 'responsible person' must be acquainted with their duties in case of fire or panic and in the use of fire appliances. They will maintain good order and decent behaviour.

Any hirer wishing to provide Bar facilities in the Club House will ensure that the proper Licence is obtained and that they comply with the Licencing Laws. For example, drinks may not be served after 11.45pm and those under 18 may not be given alcoholic drinks.

Please note that if a hall, other than the one booked, is used, an additional hiring charge will be incurred.

4. Insurance and indemnity

- (i) 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 curtilage or its contents
 - (b) the cost of repair of any damage (including accidental and malicious damage) done to our WiFi service (if any)
 - (c) 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
 - (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 (if any), and subject to sub-clause (ii), you must indemnify us against such liabilities.

(ii) We will take out adequate insurance to insure 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:

(a) any insurance excess incurred and

(b) the difference between the amount of the liability and the monies we receive under the insurance policy.

(iii) 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 and on demand must produce the policy and current receipt or other evidence of cover to our Hall Secretary. If you fail to produce such policy and evidence of cover, we will cancel this Agreement and 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 we hold relevant licences under Performing Right Society (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 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. 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 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 Hall Secretary.

(i) 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.
- 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 of the first aid box.
- The Rifle Range may only be used for weapon firing by a member of an approved Rifle Club being affiliated to the Kent Smallbore Shooting Association, the National Smallbore Rifle Association or the National Rifle Association.

(ii) 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).
- Organisers are requested to ban stiletto heels and metal tipped footwear which would damage floors. Chalk or other powder will not be put on dance floors without first consulting the Committee, as it may endanger other activities.

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.

You must show consideration to our neighbours by supervising members of your party both inside and outside the hall. This will prevent high spirits getting the upper hand to the detriment of neighbouring properties and gardens.

Please close all doors, windows and curtains by 10.00pm in order to prevent excessive noise outside. Failure to comply may lead to the forfeiting of deposit.

A sound monitor is installed in the New Hall. If an excessive noise is exceeded at any time a yellow ball will flash intermittently at the kitchen end of the hall. If the volume is not reduced immediately the power circuit will be immobilized for a few seconds.

Please ensure proper control of the Bar and of alcoholic drinks.

Please ensure guests do not to make excessive noise on departure (by shouting, revving up motor cycles, banging doors etc).

12. 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:

- (i) no one attending the event consumes excessive amounts of alcohol
- (ii) 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

You must, if preparing, serving or selling food, carry out a risk assessment to ensure that you 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. The premises are provided with a refrigerator and thermometer.

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.

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 Incident Contact Centre. Our 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 2013 (RIDDOR).

18. Explosives and flammable substances

You must ensure that:

- (i) 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.

Heating in Winter time to be controlled by room thermostats in the Halls, and kept at about 16°C, and to be turned right down before departure unless otherwise requested by the Caretaker, The Frost Thermostat in the Rifle Range to kept at 4°C to 5°C.

The switch for the hot water in wash basins is in the passage between Kitchen and Old Hall. Users are to turn on when required, and to switch off before departure. Water heaters in the kitchen also need to be turned off before leaving. Urns and kettles to be used for heating water only. All lights to be turned off before departure.

20. Animals

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

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 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.

22. 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. 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 Manufacturers' Recommended Retail Prices.

23. WiFi

The halls do not offer Wifi.

23. Cancellation

If you wish to cancel the booking before the date of the event and we are unable to conclude a replacement booking, we may, in our complete discretion, return the deposit or require payment of the hire fee.

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, 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;
- (ii) the premises becoming unfit for your intended use;
- (iii) 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.

24. 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.

At the end of the hire the Hirer must ensure that all the equipment is properly cleaned and returned to where it was found. Brooms, mops, buckets etc may be found in the passage between the two Halls.

The following work must be carried out otherwise all or part of the deposit will be retained:

- a) Wipe clean all tables and chairs as necessary
- b) Return the large tables and chairs to the store room/lobby where found. There is a special trolley provided.
- c) Sweep the hall floor and mop up any sticky marks caused by spills etc.
- d) Return the stage to where you found it.
- e) If the kitchen has been used, please clean the sink and work tops and mop the floor.
- f) Sweep the toilets and lobby leaving clean as found.
- g) Put all rubbish into bags and place these near the dustbins adjacent to the kitchen window.
- h) If a member of your party has vomited outside the premises, please wash down the area affected.
- i) Ensure nobody is left in the building overnight. (Penalty £50).

Before departure, all windows to be effectively closed and external doors locked. Keys of the Club House are kept by the Caretaker (Mrs Flick Brockman, 10 Spinners Close, Biddenden, Tel 01580 291320) and may only be issued to responsible adults, not to children, who are not allowed into the Club House without adult supervision.

The Keys must be returned to the Caretaker immediately after use.

25 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.

26. No rights

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

Approved 27.9.2017, Reviewed and amended 3.10.2018 and effective with effect from 5.11.2018, Reviewed July 2019, July 2020 and August 2021

Based on ACRE Model Hiring Agreement – 2016 Edition