



Stenton Village Hall

TERMS AND CONDITIONS OF HIRE

Enquiries and bookings can be made on the Stenton Village Hall website stentonhall.com or by emailing info@stentonhall.com. Details of current hire prices are available on the website. By agreeing to hire the hall, via the online booking form or by email or verbally, you agree to these Terms and Conditions. Bookings are at the discretion of Stenton Community Association.

1. Hirer

For the purposes of any hire of Stenton Village Hall (SVH), the 'Hirer' shall be the person who makes the booking (or, as appropriate, the organisation which they represent).

2. Responsibility

The Hirer hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are met. The Hirer confirms that they are over the age of 18. For any public events, as SVH is an unstaffed venue it is recommended that the Hirer produces a risk assessment to identify and address any potential hazards.

3. Supervision

For the duration of the hire period, the Hirer shall be responsible for supervision of the premises, the fabric and the contents; their care, 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 any children. The Hirer shall make good or pay for all damage to the premises or to the fixtures, fittings or contents and for loss of contents.

4. Use of premises

- 4.1. The Hirer shall not use the premises for any purpose other than that described and agreed at the time of booking and shall 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 may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.
- 4.2. The access road to the hall should never be blocked as constant access is required by neighbouring residents.
- 4.3. Consideration for others: Please ask your guests to leave quietly at the close of your event. Car doors banging, loud talk etc may disturb local residents.

5. Insurance and indemnity

- 5.1. The Hirer shall be liable for:
 - 5.1.1. the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises.

- 5.1.2. all claims, losses, damages and costs made against or incurred by SVH management committee, their employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer, and
 - 5.1.3. all claims, losses, damages and costs made against or incurred by SVH management committee, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer, and
the Hirer shall indemnify and keep indemnified accordingly each member of SVH management committee and SVH's employees, volunteers, agents and invitees against such liabilities.
- 5.2. Any Hirer using the hall for commercial enterprises shall be responsible for ensuring that they have all appropriate insurance in place in connection with the use of the premises.

6. Breakages and Items Lost

Please report any breakages, damage or items lost to bookings and record in the 'Breakages and Items Lost Log Sheet' located in the hall documents folder.

7. Gaming/Betting/Music/Film Copyright licensing

- 7.1. The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.
- 7.2. The Hirer shall ensure that it holds relevant licenses under Performing Right Society (PRS) and the Phonographic Performance License (PPL).
- 7.3. Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licenses for film.

8. Children

The Hirer shall ensure that any children are appropriately always supervised.

9. Public safety compliance

- 9.1. The Hirer shall comply with all conditions and regulations made in respect of the premises and the hall's 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.
- 9.2. The Fire Service is to be called to any outbreak of fire, however slight, and details shall be given to the SVH management committee.
- 9.3. The Hirer is responsible for the following matters:
 - 9.3.1. The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
 - 9.3.2. The location and use of fire equipment.
 - 9.3.3. Escape routes and the need to keep them clear.
 - 9.3.4. Method of operation of escape door fastenings.
 - 9.3.5. Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
 - 9.3.6. Location of the first aid box in the kitchen.

- 9.4. In advance of any activity whether regulated entertainment or not the Hirer shall check the following items:
 - 9.4.1. That all fire exits are unlocked.
 - 9.4.2. That all escape routes are free of obstruction and can be safely used for instant free public exit.
 - 9.4.3. That all fire doors are closed and not wedged open. Fire doors are an important safety measure and must be kept closed even during covid.
 - 9.4.4. That there are no obvious fire hazards on the premises.
- 9.5. SVH accepts no responsibility for the Hirer's use of ladders or other equipment in the premises and the Hirer should adhere to best practice and health and safety guidance in respect of any activities undertaken in the hall.
- 9.6. SVH advises that great care should be taken in moving any furniture in the premises (e.g. stacking chairs or tables). If any assistance is required, the Hirer should seek this and not risk any injury.

10. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment, make use of any noise limitation device if available and comply with any other licensing condition for the premises.

11. Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall ensure that in order to avoid disturbing neighbours to the hall and avoid violent or criminal behaviour; care shall be taken to avoid excessive consumption of alcohol. No illegal drugs may be brought onto the premises. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity.

12. Health and hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.

13. Electrical appliance safety

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order, and used in a safe manner.

14. Stored equipment

SVH accepts 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 must be removed at the end of each hiring.

15. Smoking

The Hirer shall, and shall ensure that the Hirer's invitees, do not smoke in the premises. The Hirer shall 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.

16. Accidents and dangerous occurrences

Any failure of equipment belonging to SVH or brought in by the Hirer must be reported as soon as possible. The Hirer must report all accidents involving injury to the public to a

member of SVH management committee as soon as possible. Any spillages should be cleaned up immediately to avoid the risk of injury.

17. Explosives and flammable substances

17.1. The Hirer shall ensure that:

- 17.1.1. highly flammable substances are not brought into, or used in any part of the premises; and
- 17.1.2. no internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the management committee. No decorations are to be put up near light fittings or heaters.

18. Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the management committee.

19. Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by SVH. No animals whatsoever are to enter the kitchen at any time.

20. Fly posting

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises and shall indemnify and keep indemnified each member of SVH's management committee accordingly against all actions, claims and proceedings arising from any breach of this condition.

21. Sale of goods

The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales.

22. Cancellation

22.1. The Hirer may cancel the booking up to 48 hours before the date of the event and shall receive full repayment of the fee. If cancellation occurs inside that 48-hour period, the question of the payment or refund of the fee shall be at the discretion of SVH.

22.2. SVH reserves the right to cancel this hiring by written notice to the Hirer in the event of:

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

22.2.2. SVH management committee reasonably considering that (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring

22.2.3. the premises becoming unfit for the use intended by the Hirer

22.2.4. 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.

22.3. In any such case the Hirer shall be entitled to a refund of any deposit already paid, but SVH shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

23. End of hire

- 23.1 The Hirer shall be responsible for leaving the premises in such a state that cleaning by our local volunteers is unnecessary; SVH reserve the right to charge a cleaning fee if left in an unsatisfactory state.
- 23.2 Before exiting the building, the Hirer shall ensure:
 - 23.2.1. all heaters, lights and appliances **except** the fridge freezer are switched off.
 - 23.2.2. the fire exit doors are closed and the extension sliding glass doors and both inner and outer entrance doors are locked.
- 23.3 The Hirer shall ensure the hall is properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise SVH shall be at liberty to make an additional charge.

24. No alterations

- 24.1 No alterations or additions may be made to the premises, nor may any fixtures be installed or placards or other articles be attached in any way to any part of the premises without the prior approval of SVH Bookings. Any alteration, fixture or fitting or attachment so approved shall at the discretion of SVH remain in the premises at the end of the hiring. It will become the property of SVH unless removed by the Hirer who must make good to the satisfaction of SVH any damage caused to the premises by such removal.
- 24.2 Decorations may be attached to the wall and ceiling but only using approved materials. Do not use clear tape as it leaves a residue on surfaces which is difficult or impossible to remove. You must not attach anything to lighting appliances or to other electrical equipment – doing so is not only a safety hazard but can also cause damage. We strongly recommend the use of 3M Command hooks – these are inexpensive (about £4 for 20), and strong, non-permanent hooks which can be purchased in supermarkets, stationers and DIY stores, as well as online through Amazon and eBay etc. Search for 'command decorating clips'

25. No rights

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

26. Covid-19 criteria

SVH take the safety of the users of the hall very seriously. Reopening, we have put in place a few new hygiene and safety measures to help prevent the spread of COVID-19 in line with government guidelines. It is important that all those entering the building abide by all the appropriate safety measures to help prevent COVID-19 infection. It has been necessary therefore to set some additional and specific criteria for all users of Stenton Village Hall.

- 26.1. The Hirer must make it clear to all potential attendees of their group or event that no person must enter the hall if anyone in their household has symptoms of COVID-19. They must also inform their attendees that if they develop COVID-19 symptoms within 10 days of visiting the hall, they must immediately alert NHS Test and Protect.
- 26.2. SVH recommend that the Hirer conduct a COVID-19 risk assessment of their event, outlining any additional COVID-19 safety measures they intend to take other than those already required by the hall, and share this with the village hall at least a week before the date of their booking. This should include information about, and steps to be taken to protect those attendees from groups considered particularly vulnerable to COVID-19.

- 26.3. The Hirer must ensure that every member of their group complies at all times with COVID-19 safety measures. Specifically, everyone must sanitise their hands upon entry and exit, be aware of respectful physical distancing, disinfect surfaces and equipment at the end of their session and practice good personal hygiene.
- 26.4. The Hirer must ensure that all attendees at their session record their contact details, entry and exit time in order to support NHS Test and Protect. All groups are required to assist NHS Test and Trace by having a system for keeping a temporary record of who attends for 21 days and to provide that data to NHS Test and Trace if needed.
- 26.5. Where possible, the Hirer should maximise the ventilation in the room being used by opening doors.
- 26.6. At the end of the session, the Hirers must ensure that all surfaces in the room(s) used (table-tops, chairs, door handles, kitchen counter etc.) including the toilets, are cleaned with the disinfectant provided.
- 26.7. Any equipment stored at the hall and used by the members of the Hirer's group must be cleaned at the end of the session with the disinfectant provided; and then returned to storage.
- 26.8. Where or when requested to do so, a face covering must be worn.
- 26.9. If the Hirer is to provide food and drink at the event, they may like to consider providing their own provisions, cups, plates and other utensils etc.
- 26.10. Where possible, the Hirer should maximise the ventilation in the room being used by opening doors.
- 26.11. In the event of someone becoming unwell with suspected COVID-19 symptoms while at the hall the Hirer should follow the SVH Covid Treatment Plan (displayed in safe waiting area in old entrance and hall hire documents folder in kitchen).
- 26.12. Any serious breach of COVID-19 safety measure should be reported to Bookings or a member of the management committee.