

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. The main hall floor must be protected from damage from inappropriate footwear movement of furniture etc.

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 Booking Clerk. 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).

No television programmes may be shown either live or via any streaming service as the Hall does not have a TV Licence.

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

Children attending the premises must be properly supervised at all times by parents or other responsible adults. You must ensure that any activities specifically provided 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).

Note: In the case of **Bouncy Castles** our insurance does not cover their use in the hall and as such the hirer must ensure that

- a. The actual bouncy castle itself is insured. (This should be supplied by the owner/hiring company and must be in place in case there is a fault with the bouncy castle that causes an injury or property damage.)
- b. There is cover for the supervisors of the bouncy castle. The party who is responsible for **supervising** the device is also responsible for insuring it, so if you the hirer of the hall are supervising the inflatable, you should have your own public liability insurance to cover its use. If hiring the hall for a party, this may be covered under your household policy, but you would need to call your insurer and get this confirmed in writing. If your household insurer does not cover your liability for this supervision, you would need to take out a one-off policy in respect of this, which could be obtained online. If the company from which the bouncy castle is being obtained is staying to supervise it, then they should have, and could use, their own public liability insurance.

We will need to see written proof of these types of insurance to allow any event to go ahead

10. Public safety compliance (to be read in conjunction with Fire Information Schematic page 8)

You must comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licencing 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 must ensure that you receive 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.

(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.

The emergency lighting supply illuminating all exit signs is permanently on. All other emergency lights are operated by an automatic mains failure switching device

The room behind the stage is known as the Green Room. This has an emergency exit for persons on the stage and is not to be used by hirers at an event in the main hall or Jean Simon (meeting) room.

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. Amplified music must always be kept to a reasonable level especially after 11pm. All doors and windows must be kept closed (except when in use for egress) after 11pm when live or recorded music is being played or a film shown or an indoor sporting event taking place.

12. Drunk and disorderly behaviour and supply of illegal drugs (to be read in conjunction with alcohol licence information page 9)

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, 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/are not (delete as appropriate) 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, PAT tested, 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

The building has central heating the controls of which apart from the radiator thermostats must not be altered. 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.

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 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. Only the board provided shall be used for regular hirers to post notices of forthcoming events.

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 Services

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

- (i) not to use the WiFi service for any for 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; or
 - (d) making, transmitting or storing electronic copies of material protected by copyright without permission of the owner;
- (ii) to keep any username, password, or any other information which forms part of the WiFi service security procedure confidential and not 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 that there is any breach of any of the provisions of these Standard Conditions including without limitation:

- (i) if you use any equipment which is defective or illegal;
- (ii) if you cause any technical or other problems to our WiFi service;
- (iii) if, in our opinion, you are involved in fraudulent or unauthorised use of our WiFi service;
- (iv) if you resell access to our WiFi service; or
- (v) if you use our WiFi service in contravention of the terms of these Standard Conditions.

25. Availability of WiFi Services

- (i) 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.
- (ii) 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.
- (iii) 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.

26. Privacy and Data Protection

- (i) We may collect and store personal data through your use of our WiFi service.
- (ii) 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 1998 and solely for the purposes of offering the WiFi service.
- (iii) 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 these conditions, you should speak to:

When using the WiFi service the Hirer agrees at all times to be bound by the following provisions:

- (a) not to use the 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 persons use or enjoyment of the WiFi service; and

(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 forming part of the WiFi service security procedure confidential and not disclose to a third party.

27. 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 apply a cancellation fee (see booking form).

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;

(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 deposit already paid, but we will not be liable to you for any resulting direct or indirect loss or damages whatsoever.

28. End of hire

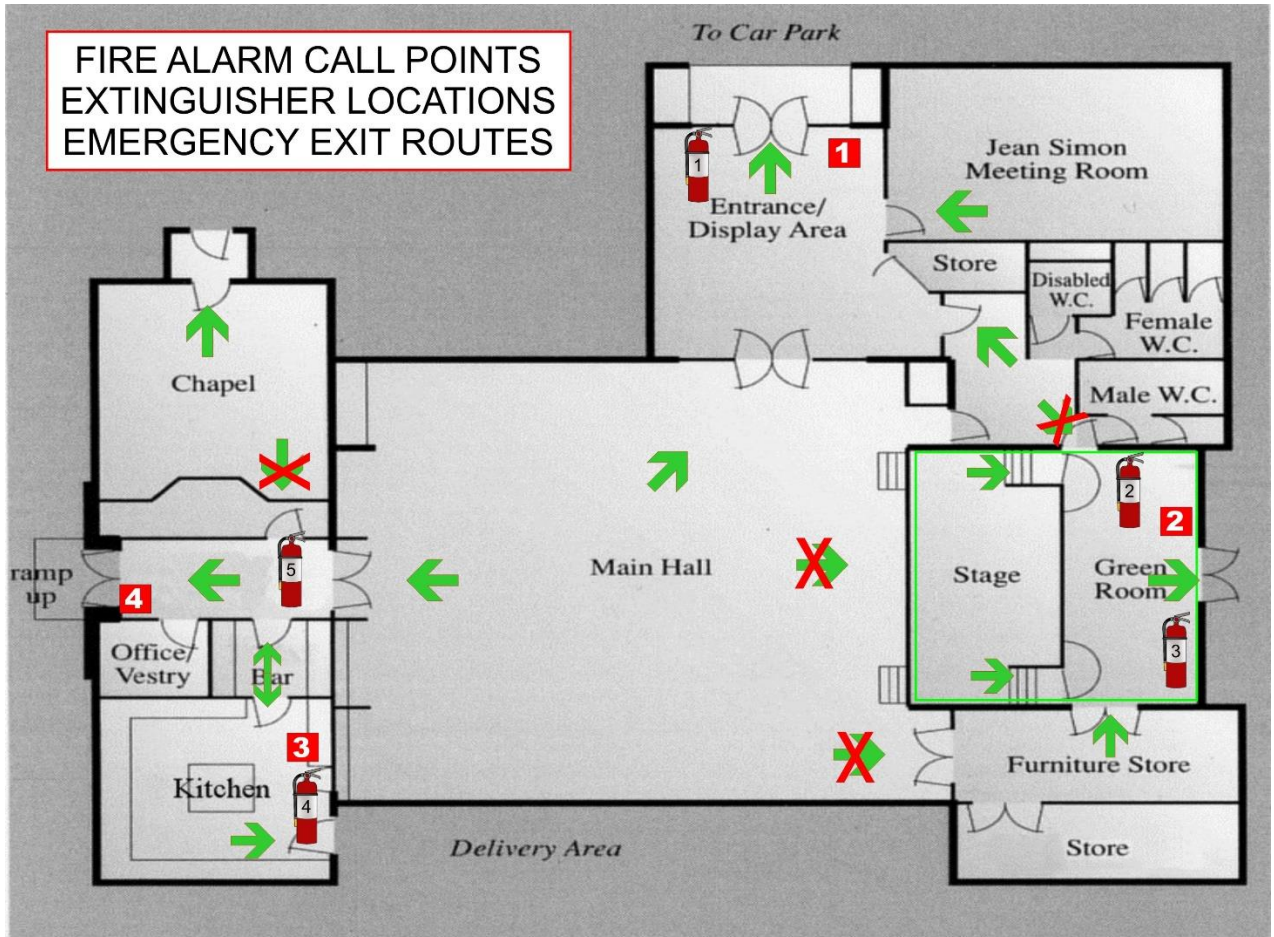
You are responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured, unless directed otherwise, and any contents temporarily removed from their usual positions properly replaced, otherwise we may make an additional charge.

29. No alterations

You must not make any alterations or additions to the premises, nor install or attach any fixtures 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.

30. No rights

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



Alcohol Licence

Current licensing laws require that there be a licence in place for all events where alcohol is sold. You are selling alcohol if:

- you are charging for alcoholic drinks at any event.
- the event is ticketed and you are providing a free drink. (This is seen as selling as the cost is regarded as included in the ticket price)
- the event has an entrance charge and you are providing a free drink.

A licence is **not** required when:

- the event is free, and drink is provided for free. (for example, a family wedding or party where alcohol is not charged for).
- people bring their own drink with them to consume on the premises.
- alcohol is donated by an individual (not an organisation charging for entrance).

Colwall Village Hall Management Committee has applied for and purchased a licence for functions on the premises, designated a community venue. This licence is in the name of the Management Committee and not an individual person. This licence is only allowed to be used when the Management Committee has received a request on the booking form to sell alcohol and permission has been granted. **While overall responsibility for the sale of alcohol lies with the management committee, where the premises are hired out, the hirer under the contract for hire offered, is clearly identified as having responsibility for all matters falling within their control including the supervision of the sale of alcohol.** If we believe it would be in the best interest of the hall we may ask a hirer to engage someone with their own personal licence or obtain a Temporary Event Notice (TEN) and then require the hirer to give and display notice of the TEN.

Any persons wishing to use the Village Hall licence to sell alcohol must first:

- make a request to the Management Committee via the Booking Clerk, detailing how alcohol is to be provided at the event using Appendix 1 of the booking form.
- ensure permission has been granted, prior to advertising that alcohol is to be sold at the event.

Note: In **all** cases where alcohol is supplied, whether sold or provided for free, it is the responsibility of the licence holder (or the hirer if using the hall licence or even if no licence is required) to ensure that no underage person is allowed to consume alcohol, under any circumstances. If there is any doubt about a person's age, credible identification must be seen.

A Magistrates' Court can give an unlimited fine for the offences under the Licensing Act 2003 of:

- Sale of alcohol to children
- Allowing the sale or supply of alcohol to children
- Purchase on behalf of a person under the age of 18
- Knowingly allowing the consumption of alcohol on relevant premises by children

If your event requires a licence, it is essential that either permission is obtained to use the Hall licence, or a TEN is obtained, or a personal licence holder has been engaged for the event.

Without a licence it is illegal to sell alcohol and it must not be sold at any unlicensed event.

Hours of Licensable Activities

	Supply of Alcohol	Indoor Sporting Events, Plays, Films, live and recorded music	Late night refreshments	Open for hire
Monday	11:00 – 24:00	11:00 – 01:00	11:00 – 01:00	07:00 – 01:00
Tuesday	11:00 – 24:00	11:00 – 01:00	11:00 – 01:00	07:00 – 01:00
Wednesday	11:00 – 24:00	11:00 – 01:00	11:00 – 01:00	07:00 – 01:00
Thursday	11:00 – 24:00	11:00 – 01:00	11:00 – 01:00	07:00 – 01:00
Friday	11:00 – 24:00	11:00 – 01:00	11:00 – 01:00	07:00 – 01:00
Saturday	11:00 – 24:00	11:00 – 01:00	11:00 – 01:00	07:00 – 01:00
Sunday	11:00 – 22:00	11:00 – 22:30	11:00 – 22:30	07:00 – 22:30

All windows and doors to the entertainment area to be kept closed after 23:00 during either musical performances, the showing of films, indoor sporting events or the playing of recorded music.