

St Michaels Village Hall - Terms and Conditions of Hire

If the **HIRER** is in any doubt as to the meaning of the following terms and conditions, the Treasurer should be consulted immediately.

For the purposes of these conditions, the term '**HIRER**' shall mean an individual **HIRER** or, where the **HIRER** is an organisation, the authorised representative.

The '**COMMITTEE**' shall mean the St Michaels Village Hall Management **COMMITTEE**.

1. HIRE PERIOD

The booking hire period must be strictly adhered to. There is a degree of flexibility given for setting up and clearing away i.e. 10 minutes is allowed either side of the hire to permit set up and clear time. If this flexibility is abused extra time will be charged pro-rata.

The Hall must be cleared by the end of the hire period stated. Music must cease at 23:59 Monday to Thursday evening, 01.00 Saturday and Sunday morning and 23:00 Sunday evening. The hall must be vacated by 00.30 Tuesday to Friday morning, 01.30 Saturday and Sunday morning, and 23.30 Sunday evening.

2. HIRE CHARGES & CANCELLATIONS

For Occasional Bookings a deposit of 50% of the hire charge is required at the time of booking. Booking cancellations will be charged at 50% of the hire fee if not received more than 7 days before the event to be cancelled. If the **HIRER** wishes to cancel a booking 48 hours prior to the date of the event and the **COMMITTEE** is unable to conclude a replacement booking, then the **HIRER** will be liable for the hire charge.

3. COMMITTEE'S RIGHT TO CANCEL

The **COMMITTEE** reserves the right to cancel a hiring in the event of the hall being required for use as a Polling Station, for Parliamentary or Local Government Elections or any other reason which might arise, in which case the **HIRER** shall be entitled to a refund of any deposit already paid.

4. INSURANCE AND INDEMNITY

The **HIRER** is liable for:

- (i) costs arising from accidental and malicious loss or damage and for loss or damage arising out of the **HIRER'S** negligence to any part of the premises including its curtilage or its contents or Laptop or Speakers or any other equipment of any sort
- (ii) costs arising from accidental and malicious loss or damage and for loss or damage arising out of the **HIRER'S** negligence done to the Wi-Fi service
- (iii) all claims, losses, damages and costs made against or incurred by the **COMMITTEE**, its employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of the **HIRER'S** use of the premises (including the storage of equipment) and the **HIRER'S** use of the Wi-Fi service
- (iv) all claims, losses, damages and costs made against or incurred by the **COMMITTEE** as a result of any nuisance caused to a third party as a result of the **HIRER'S** use of

the premises and/or the use of the Wi-Fi service, and the **HIRER** must indemnify the **COMMITTEE** against such liabilities.

5. LIMITED LIABILITY

In the event of the **COMMITTEE** cancelling an event, the liability to the **HIRER** is limited to the total hire charge or deposit paid.

6. HEALTH & SAFETY

The maximum number of persons allowed on the premises is **180**.

Smoking and vaping is strictly forbidden anywhere on the premises.

A First Aid Box is located in the kitchen together with an Accident Record Book. Please note down any accident or injury, however minor, in the accident book.

The HIRER must review the Village Hall Health and Safety Policy, Risk Assessment and Fire Evacuation Plan which are available in the folder in the entrance lobby of the Hall.

The HIRER must carry out their own assessment of the Health and Safety issues involved in their event as the Committee take no responsibility for their activities in or around the Hall.

Bouncy Castles and other similar inflatable equipment are NOT permitted in or on any part of the Village Hall or carpark..

No smoke producing agent or pyrotechnic device or fireworks may be used without the prior approval of the **COMMITTEE**. No flammable material shall be used or stored on the premises.

The **HIRER** must ensure that any electrical appliances brought to the premises and used there shall be safe and in good working order and used in a safe manner. We recommend that any electrical equipment has Portable Appliance Testing (PAT) annually.

The **HIRER** must be responsible for the erection and dismantling of any equipment peculiar to their needs.

7. SAFEGUARDING

The HIRER 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, the HIRER must provide a copy of their Safeguarding Policy and evidence that they 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.

8. FIRE AND EVACUATION PROCEDURES

It is the responsibility of the HIRER to make himself/herself familiar with the Fire Evacuation Plan, the diagram showing the location of the fire exits, fire

extinguishers, fire alarms and other emergency procedures and to advise the attendees of the emergency procedures.

The HIRER must ensure that the MAIN ENTRANCE DOORS are always fully unlocked and the automatic door opening system is switched ON. This is important as on the activation of a fire alarm these doors automatically open to allow easy escape from the building.

Other FIRE DOORS are not to be used as everyday access or egress.

All EXIT AREAS and DOORS must be kept clear at all times.

The **HIRER** must provide an appropriate number of stewards or attendants who should be instructed to act in the event of an emergency.

The **HIRER** must call the Fire Service to any outbreak of fire, however slight, and give details to a **COMMITTEE** member.

9. ACCIDENTS AND DANGEROUS OCCURENCES

The **HIRER** must report to the **COMMITTEE** as soon as possible any failure of equipment.

The **HIRER** must report all accidents involving injury as soon as possible and complete the relevant section in the accident book.

The **HIRER** must report certain types of accident or injury on a special form to the Incident Contact Centre of the Health and Safety Executive on their website <https://www.hse.gov.uk/riddor/reporting/index.htm>. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

10. LOCAL AUTHORITY REGULATIONS

The **HIRER** must comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority and the 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.

A copy of the Public Entertainments Licence is displayed on the Notice Board in the foyer of the Village Hall.

The **HIRER** is responsible for obtaining such licences as may be required for the consumption of alcohol (if not hiring the village hall bar facility) and any other licence which may be required to cover an event. A photocopy of all such licences should be submitted with the remittance for the hire before the hiring commences as proof of existence.

11. Wi-Fi SERVICES

When using the Wi-Fi service the **HIRER** must agree at all times to be bound by the following provisions:

- (i) not to use the Wi-Fi service for any of 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 Wi-Fi service;
 - 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 Wi-Fi service security procedure confidential and not to disclose it to any third party.

Termination of the Wi-Fi service

The **COMMITTEE** has the right to suspend or terminate the Wi-Fi service immediately in the event that there is any breach of any of the provisions of these Standard Conditions including without limitation:

- (i) use of any equipment which is defective or illegal
- (ii) cause any technical or other problems to our Wi-Fi service
- (iii) fraudulent or unauthorised use of the Wi-Fi service
- (iv) reselling access to our Wi-Fi service
- (v) use the Wi-Fi service in contravention of the terms of these Standard Conditions

Availability of Wi-Fi services

- (i) Although the **COMMITTEE** aims to offer the best Wi-Fi service possible and related equipment, the **COMMITTEE** makes no promise that the Wi-Fi service or the equipment will meet the **HIRER'S** requirements. The **COMMITTEE** cannot guarantee that the Wi-Fi service or equipment, including the overhead projector and laptop, will be fault-free or accessible at all times.
- (ii) It is the **HIRER'S** responsibility to ensure that any Wi-Fi enabled device used is compatible with the Wi-Fi service and is switched on. The availability and performance of the Wi-Fi service is subject to all memory, storage and any other limitations in the **HIRER'S** device. The Wi-Fi service is only available to the **HIRER'S** device when it is within the operating range of the main hall.
- (iii) The **COMMITTEE** is not responsible for data, messages or pages that may be lost or that become misdirected because of the interruptions or performance issues with the Wi-Fi service or wireless communications networks generally. The **COMMITTEE** may impose usage or service limits, suspend service or block certain kinds of usage in the **COMMITTEE'S** sole discretion, to protect other users of the Wi-Fi service. Network speed is no indication of the speed at which the **HIRER'S** Wi-Fi enabled device or the Wi-Fi service sends or receives data. Actual network speed will vary based on configuration, compression and network congestion.

12. SUPERVISION & RESPONSIBILITY

The **HIRER** is responsible during the period of hire for supervision of the premises and grounds, and any damage and loss however slight to the fabric and contents of the building.

The **HIRER** is responsible for the behaviour of all persons, in whatever capacity, using the premises and for maintaining good order during the hire period. Responsibility extends to the proper supervision of car parking, avoiding obstruction of the public highway and of all the Hall exits.

Noise

The **HIRER** must ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning.

The **HIRER** 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 ensuring that the level of noise does not cause a nuisance to neighbouring residents.

Doors and windows should not be left open if loud music is played in the hall. The hall is in a residential area, and users should be asked to leave the hall quietly, particularly in the late evening.

Drunk and disorderly behaviour and supply of illegal drugs

The **HIRER** must ensure that in order to avoid disturbing neighbours of the hall and prevent any 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. The **HIRER** must 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.

Gaming and Betting

The **HIRER** must ensure that nothing is done within the boundaries of the Hall in contravention of the law relating to gaming, betting and lotteries and any other criminal activity.

Food, Health and Hygiene

The **HIRER** must, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.

13. HOUSEKEEPING

The **HIRER** is responsible for leaving the hall in a clean and tidy condition. Please note: tea towels are not provided for **HIRER'S** use.

At the end of the hire, please ensure that:

- All rubbish is removed from the hall and taken away immediately after the event.
- Empty cans and bottles can be placed in the Green Recycling bin outside.
- Kitchen surfaces are left clean and tidy.
- The cooker (if used) is left in a clean and serviceable condition.

- Crockery and cutlery (if used) is washed and put away.
- Tablecloths (if used) are laundered and returned to the hall as soon as possible.
- Chairs are stacked on the trolley racks provided.
- Tables are returned to the storeroom.
- All floors are swept.
- All blinds are closed.
- Toilets are left clean and tidy.
- All heating and lighting is switched OFF.
- Premises are left secure/locked.

Breakages and damages must be reported and shall be chargeable to the **HIRER**.

The **HIRER** accepts full responsibility for compliance and agrees to indemnify the **COMMITTEE** against all loss and damage caused by the neglect of the **HIRER** or their guests.

All articles left on the premises are at the **HIRER'S** own risk. The **COMMITTEE** bears no responsibility for the loss or damage of said articles. No equipment should be removed from the premises. Should the booking, due to unforeseen circumstances, be cancelled, the **COMMITTEE** will not be liable for claims of compensation.

14. UNFIT FOR HIRE

In the event of the hall or any part thereof being rendered unfit for the use for which it has been hired, the **COMMITTEE** shall not be liable to the **HIRER** for any resulting loss or damage whatsoever.

15. MISREPRESENTATION

In the event that it transpires that the **HIRER** has misrepresented the use to which he/she intends to use the Hall, the **COMMITTEE** reserves the right to cancel the booking without liability.

16. ALTERATIONS AND AMENDMENTS

The **COMMITTEE** reserves the right to alter or amend any of the above conditions as circumstances require.

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January 2026