



Terms & Conditions of Hire

These Terms & Conditions are issued on behalf of the Trustees of Areley Kings Village Hall ["the Trustees"].

For the purpose of these conditions the term 'HIRER' shall mean an individual hirer, or where the Hirer is an organisation, the authorised representative signing the Application for Hire form.

The management of the hall is the responsibility of the Trustees, whose powers and composition are defined in the constitution, a copy of which may be made available on request. Under the provisions of the constitution, the Trustees are empowered to make rules or to withdraw or amend them.

Use of the hall and its facilities is subject to the following rules and, in the case of hirers, to the conditions incorporated in the hiring agreement. If the Hirer is in any doubt as to the meaning of any of the following, the Bookings Manager or other relevant person should immediately be consulted

All applications for hire must be made by completion of the appropriate forms. Occasional and/or private hire applications will not be considered as confirmed until the relevant payment has been made. Application for use of the hall shall be made to the Bookings Manager who is responsible for maintenance of the Bookings Diary on behalf of the Trustees

The right to refuse any application for the use of building's facilities is reserved to Trustees and/or Bookings Manager, provided that the Bookings Manager reports their actions to the next meeting of the Trustee Board. The Trustees may refuse an application to use the hall's facilities if the use by a particular association or individual presents a risk of public disorder or of alienating the hall's beneficiaries or supporters. In any circumstance of doubt, the Booking Manger shall report the matter to the Trustees and shall not confirm the letting without the agreement of the Board.

Applications for hire will not be allowed by:

1. Persons under the age of 18
2. Persons with no fixed address
3. Persons resident outside the UK

Charges

Charges for hire will be in accordance with the scale of charges agreed by the Trustees. All payments for hire must be made in accordance with the requirements on the current booking form, or by individual agreement with the Bookings Manager.

The hire charge includes use of all kitchen appliances, cutlery, white china, chairs and trestle & square tables. All other facilities and equipment such as round tables, patterned china and sound equipment are available only by prior request and at an additional charge [see current 'Facilities schedule' for information]

Supervision

1. The Hirer shall, during the period of hire be responsible for protecting the premises, car park and its grounds, including the fabric and contents of the building, from damage and loss. This does not include the children's play area or recreation ground.
2. The Hirer shall, during the period of hire be responsible for the behaviour of all persons, in whatever capacity, using the premises during their period of hire.
3. The Hirer shall, during the period of hire make all reasonable attempts to ensure that no undesirable person is permitted to enter, remain or otherwise make use of the accommodation, and will ensure that any person asked to leave does so.
4. The responsibility of the Hirer extends to the proper supervision of car parking, avoiding obstruction of the public highway and all of the hall's exits, and they will make all reasonable attempts to ensure that no nuisance is caused to residents of nearby premises
5. The Hirer or person in charge of an activity shall not be under 18 years of age and shall be on the premises for the entire period of hire or duration of the activity. The Hirer shall not be engaged in any duties which prevent him from exercising general supervision
6. When the premises or any part of them are used for the purpose of public entertainment, there shall be a minimum of two persons, neither of whom shall be less than 18 years of age, on duty where under 100 persons are attending the entertainment. The number of adult attendants required is increased to three where 100-150 people are present. When the majority of those present at the entertainment are less than 16 years of age and/or when many people with disabilities are expected to attend, the numbers of adult supervisors required should be increased
7. All persons in charge or on duty shall have been informed of the procedure for evacuation of the premises and shall familiarise themselves with the fire fighting equipment provided.
8. It is recommended that children are not permitted in the kitchen. Persons under the age of 16 years must be supervised by a responsible adult whilst in the kitchen.

Purpose of Hire

The Hirer shall not use the premises for any purpose other than that described in the Hiring Agreement and shall not sub-let or use the premises or allow the premises to be used for any unlawful 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.

Maximum capacity

Areley Kings Village Hall has a licensed maximum capacity of 200. We advise that;

1. The main hall has a maximum capacity of 150 - these figures include helpers and performers
2. The meeting room has a maximum seated capacity of 25
3. The buffet room has a maximum seated capacity of 25

Hours of opening

Facilities at the hall are available for the use of hirers between the hours of:

	from	to
Monday - Friday	9:00 am	10.30 pm
Saturday - Sunday	9:00 am	7:00 pm

These hours cannot be extended due to the restrictions of the hall's Premises Licence. Any cleaning or clearing up after activities must be carried out within these hours or an additional hire period must be booked by the hirer if cleaning up can not be facilitated within these hours. The Trustees reserve the right to charge the hirer for any additional cleaning or clearing up **they deem necessary** after the hire period.

Use of Premises

No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached permanently in any way to any part of the premises without the prior written approval of the Trustees. The Hirer must remove all such articles at the end of the hiring unless otherwise agreed. Any unauthorised articles left on the premises will be disposed of as the Trustees think fit. The Hirer will make good to the satisfaction of the Trustees any damage caused by such installation and removal.

Cleaning and security

The Hirer shall be responsible for leaving the premises and surrounds in a clean and tidy condition, with all contents and furniture replaced in their original position or in designated storage areas. The Hirer shall ensure that the rooms used and the building are locked and secured at the end of the hire period. Where more than one hirer is present, it is the responsibility of the last individual/group leaving to ensure the building is securely locked. Failure to do so may result in an extra charge being made at the discretion of the Trustees.

Hirers with their own storage areas are responsible for keeping such areas clean and tidy. The Fire and Health Authorities may inspect these areas at any time, together with the rest of the premises.

The Hirer shall indemnify the Trustees for the cost of repair of any damage incurred to any part of the building and/or its contents, which may occur during the period of hire and as a result of that hire.

Car Parking

Cars shall not be parked so as to cause an obstruction at the entrance to or exits from the hall. All vehicles must be removed from the car park at the end of the hire period. No overnight parking unless by prior arrangement. The car park will be locked when the hall is not being hired.

Consideration for Others

Hirers and organisers of events in the hall are responsible for ensuring that the noise level of their functions is not such as to interfere with other activities within the building nor to cause inconvenience for the occupiers of nearby houses and property. Hirers should encourage guests to leave quietly at the close of events. Car doors banging and loud talk in the car park are disturbing to local residents.

The Hirer shall take all reasonable steps to avoid disturbing neighbours and to avoid violent or criminal behaviour. Care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk or to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises.

Safety

Nothing shall be done which will endanger the users of the building or invalidate the policies of insurance relating to it and to its contents. In particular:

1. Areley Kings Village Hall is a NO SMOKING building and it is the responsibility of the Hirer to ensure that this rule is adhered to.
2. All exit doors, gangways and passageways shall be kept free from obstruction during the time that the premises are open to the public and the period of hire.
3. All users are expected to co-operate in the fire drills which may be arranged at varying times to familiarise users with evacuation procedures
4. The emergency lighting supply must be turned on during the whole time the premises are occupied and must illuminate all exit signs and routes. This rule is strictly necessary where an automatic mains failure device is in operation.
5. Fire fighting apparatus shall be kept in its proper place and only used for its intended purpose.
6. The Fire Service shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Trustees. In the event of a fire, the Premises should be evacuated in an orderly manner using the appropriate exits and the Fire Service called by dialling 999.
7. Performances involving danger to the public shall not take place,
8. Highly flammable substances shall not be brought into or used in any part of the premises. No internal decorations of a combustible nature (such as polystyrene, cotton, etc.) shall be undertaken or erected without the consent of the Trustees
9. The Hirer shall ensure that any electrical appliances or equipment brought to the premises comply with the Electricity at Work Regulations 1989 and any subsequent legislation and shall be in good working order and used in safe and appropriate manner. The Trustees do not require to see the

documentation related to this but do disclaim all responsibility for all claims and costs arising from the use of any equipment that does not so comply.

10. 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 Trustees. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.
11. The First Aid box shall be readily available to all users of the premises. It is located in the kitchen and must be returned after use. Any accident or injury occurring on the premises must be recorded in the Accident Book located in the kitchen. [Certain types of accident or injury must be reported to the Health & Safety Executive]
12. The building has no telephone for public use, so you are advised to bring a fully charged mobile telephone for use in case of emergency.

We recommend that in advance of an entertainment or play that the Hirer shall always check the following:

1. That all fire exits are unlocked and in good working order.
2. That all escape routes are free of obstruction and can be safely used.
3. That any fire doors are not wedged open.
4. That exit signs are illuminated.
5. That there is no obvious fire hazard on the premises

In the event of a problem or emergency, the Hirer should contact the Bookings Manager or a member of the Trustee Board

Licensable activities

All conditions attached to the granting of the centre's Premises Licence or other licences shall be strictly observed. The Hirer shall ensure that nothing is done within the boundaries of the Hall in contravention of laws relating to gaming, betting and lotteries, and illegal substances. The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, 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. The Hirer shall also comply with the hall's health and safety policy. Copies of the relevant legislation are available on request.

Supply of food and drink: We recommend that only persons who have satisfactorily undertaken any relevant training required by the local council's Environmental Health Department, and otherwise satisfied the requirements of current legislation, shall be permitted to handle food on the premises. Such persons at all times shall observe the Code of Conduct displayed in the kitchen. The Hirer shall, 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

Safety (Temperature Control) Regulations 1995. The premises are provided with a refrigerator and thermometer.

Intoxicating liquor: No intoxicating liquors are permitted to be bought, sold, or consumed on any part of the premises without the express permission in writing of Trustees, whose consent must also be obtained prior to seeking any relevant permission and/or to issue any Temporary Event Notice for the sale of alcoholic liquor

Music: The premises are licensed with PRS for Music for the performance of copyright music. This is a joint licence with PPL. The PPL covers any not-for-profit or community group using the hall but NOT any private, professional or business individual or organisation. It is the Hirer's responsibility to ensure the PPL is held if required [More information available from www.ppluk.com]

Film shows: 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 licences for film.

Betting, gaming, and lotteries: Nothing shall be done on or in relation to the premises in contravention of the law relating to betting, gaming and lotteries and the persons or associations responsible for functions held in the centre premises shall ensure that the requirements of the relevant legislation are strictly observed.

Dangerous and unsuitable performances: Performances involving danger to the public or of a sexually explicit nature shall not be given.

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. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

Flyposting: The Hirer shall not carry out or permit flyposting or any other form of unauthorised advertisements for any event taking place at the premises and shall indemnify and keep indemnified the Trustees accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority. If other licences are required in respect of any activity in the premises, the Hirer should ensure that they hold it.

Wi-Fi Services

When using the Wi-Fi service, the Hirer is bound by the following provisions:

- (i) not to use the Wi-Fi service for any for the following purposes:
 - (a) disseminating any unlawful, harassing, libelous, 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; 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 Wi-Fi service security procedure confidential and not to disclose it to any third party.

Termination of the Wi-Fi service

We have the right to suspend or terminate our Wi-fi service immediately in the event that there is any breach of any of the provisions of these standard conditions including without limitation:

1. if you use any equipment which is defective or illegal.
2. if you cause any technical or other problems to our Wi-Fi service.
3. if, in our opinion, you are involved in fraudulent or unauthorised use of our Wi-Fi service.
4. if you resell access to our Wi-Fi service; or
5. if you use our Wi-Fi service in contravention of the terms of these standard conditions.

Availability of Wi-Fi Services

1. Although we aim to offer the best Wi-Fi service possible, we make no promise that the Wi-Fi service will meet your requirements. We cannot guarantee that our Wi-Fi service will be fault-free or accessible at all times.
2. It is your responsibility to ensure that any Wi-Fi enabled device used by you is compatible with our Wi-Fi service and is switched on. The availability and performance of our Wi-Fi service is subject to all memory, storage and any other limitations in your device. Our Wi-Fi service is only available to your device when it is within the operating range of the main hall.
3. 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 Wi-Fi 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 Wi-Fi service. Network speed is no indication of the speed at which your Wi-Fi enabled device, or our Wi-Fi service sends or receives data. Actual network speed will vary based on configuration, compression and network congestion.

Privacy and Data Protection

1. We may collect and store personal data through your use of our Wi-Fi service.
2. We may process all information about you which is provided in relation to our Wi-Fi service in accordance with your legal rights under the Data Protection 1998 and solely for the purposes of offering the Wi-Fi service.
3. By using our Wi-Fi service, you agree to the terms of this clause. When using the Wi-Fi service, the Hirer agrees at all times to be bound by the following provisions:
 - (a) not to use the Wi-Fi 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 Wi-Fi 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 which forms part of the Wi-Fi service security procedure confidential and not to disclose it to any third party.

No rights

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

Storage

The permission of the Trustees must be obtained before goods or equipment are left or stored in the building for a particular function or event. The Trustees accept no responsibility for any stored equipment or other property brought onto or left at the premises and all liability for loss or damage is hereby excluded. All equipment and other property (other than authorised stored equipment) must be removed at the end of each hiring, or at the discretion of the Trustees, fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

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 the Trustees. No animals whatsoever are to enter the kitchen at any time.

Loss of property

The Trustees cannot accept responsibility for damage to, or the loss or theft of, hall users' property and effects.

Insurance and indemnity

1. The Hirer shall be liable for:
 - i. the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage or the contents of the premises.
 - ii. all claims, losses, damages, and costs made against or incurred by the Trustees, its employees, volunteers, agents, or invitees in respect of damage or loss of property or injury to persons arising because of the use of the premises (including the storage of equipment) by the Hirer.

- iii. all claims, losses, damages, and costs made against or incurred by the Trustees, their employees, volunteers, agents, or invitees because of any nuisance caused to a third party because of the use of the premises by the Hirer and, subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of the trustee Board and its employees, volunteers, agents, and invitees against such liabilities.
2. The Trustees shall take out adequate insurance to insure the liabilities described in sub-clause (a)(i) above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (a)(ii) and (iii) above. The Trustees shall claim on its insurance for any liability of the Hirer but the Hirer shall indemnify and keep indemnified each member of the Trustee Board and the its employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.
3. Where the Trustees do not insure the liabilities described in sub-clauses (a) (ii) and (iii) above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the Trustees' authorised representative. Failure to produce such policy and evidence of cover will render the hiring void and enable the Trustees to rehire the premises to another hirer.
4. The Board of Trustees is insured against any claims arising out of its own negligence.

Equal opportunities

Users of the hall must comply with the Equality Act 2010. They must ensure that the hall is open to all members of the community regardless of sex, sexual orientation, nationality, age, disability, race, or of political, religious or other opinions.

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).

The Hirer's right to cancel

If the Hirer wishes to cancel the booking before the date of the event it must be made in writing at least 28 days prior to the booking date. Failure to give such notice will result in the loss of deposit and, if the Trustees are unable to secure a replacement booking, the full payment of the hire fee may be required by the discretion of the Trustees. However, the Trustees reserve the right to waive payment where cancellation is made in less than 28 days due to exceptional circumstances such as extreme weather conditions.

The Trustees' right to cancel

The Trustees reserve the right to cancel any booking by written notice to the Hirer, giving whatever notice is reasonable in the event of unforeseen and unavoidable circumstances. The Trustees reserve the right to cancel this hiring in the event of:

1. the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election.
2. the Trustees 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.
3. the premises becoming unfit for the use intended by the Hirer.
4. an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, epidemic or pandemic, explosion, or those at risk of these or similar disasters.

In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the Trustees shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever. The liability to the Hirer is limited to the total hire charge or deposit paid.

Misrepresentation

In the event that the Hirer has misrepresented the use to which he intends to use the Hall, the Hirer will be deemed to have cancelled the booking without notice, and the relevant cancellation charges will apply

Alterations & Amendments

The Trustees reserve the right to alter or amend any of the above conditions, as circumstances require.

Date – March 2021