

APPLETON VILLAGE HALL  
OAKESMERE, APPLETON  
OXON  
OX13 5JS  
Registered Charity 300111

### **STANDARD 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. In the first instance please contact the Booking Secretary on [appletonvillagehallbookings@gmail.com](mailto:appletonvillagehallbookings@gmail.com).

You must be over 18 years of age to enter into a hire agreement with Appleton Village Hall Management Committee (AVHMC).

#### **1. Making a booking and payment**

(i) For one-off events:

- (a) your booking will be confirmed by email from Appleton Village Hall
- (b) Following confirmation, you will receive an invoice for your booking which should be paid in full before the date of your booking.

(ii) For regular bookings please complete your online booking for all relevant dates and times. You will be invoiced in arrears on a termly basis.

(iii) You must not advertise or publicise any event until the booking has been confirmed.

#### **2. Cancellation**

(i) If you wish to cancel a confirmed booking for a one-off event, refunds will be given entirely at the discretion of AVHMC.

(ii) if you wish to cancel one or more dates of a regular booking, please contact the bookings secretary on [appletonvillagehallbookings@gmail.com](mailto:appletonvillagehallbookings@gmail.com).

(ii) We reserve the right to cancel this Agreement by giving you written notice in the event of:

- (a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;
- (b) our reasonably considering that (1) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (2) unlawful or unsuitable activities will take place at the premises as a result of this hiring;
- (c) the premises becoming unfit for your intended use;
- (d) 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. However we reserve the right to cancel this Agreement if the hirer fails to comply with any of these conditions; in the event of such a cancellation the hirer will remain responsible for their obligations under the Agreement and Appleton Village Hall retains the right to refuse a refund of any monies paid.

#### **3. End of hire**

(i) All events must finish no later than 11.45pm and the hall must be vacated by midnight, even if access has been agreed to clean the premises the following day.

(ii) You are responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured and all the lights turned off. Unless directed otherwise any contents temporarily removed from their usual positions should be properly replaced, otherwise we may make an additional charge.

In particular: the hall floor should be swept, the tables cleaned and stacked in the store to the right of the stage and the chairs should be stacked neatly at the rear of the hall. The toilets, the entrance hall, the kitchen and its equipment should all be left in a clean state and any rubbish should be placed in the dustbins outside in sealed bags. **If any part of the premises used by the hirer is not left in a clean condition to the satisfaction of the AVHMC and cleaning has not been paid for in advance, the hirer will be required to pay the AVHMC on demand the cost of all necessary cleaning.**

(iii) If you wish to pay for the hall to be cleaned rather than do yourself, this can be arranged at the time of booking. (NOTE you should still stack and put away chairs, but please do not put away tables if they need cleaning.)

(iv) Refund of the damage deposit will be made after your event, subject to any deduction for additional cleaning or damage in accordance with clause 3(ii) and 5(i)

**4. The hirer ACCEPTS RESPONSIBILITY** for being present and in charge of 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.

### **5. Supervision and responsibility**

(i) During the period of the hiring, you are responsible for:

- (a) supervision of the premises, the fabric and the contents;
- (b) care of the premises, safety from damage however slight or change of any sort; and
- (c) the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of both the highway and within the car park itself.

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.

(ii) You must not sub-let any part of the premises.

### **6. Use of premises**

You must not use the premises (including the car park) 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.

### **7. 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.
- (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, 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 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 Bookings Secretary. If you fail to produce such policy and evidence of cover, we will cancel this Agreement.

### **8. 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.

### **9. 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).

### **10. 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.

### **11. 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).

### **12. 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). You must read our Safeguarding Policy, which is on display in the Hall.

### **13. 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 which is on display in the Hall.

You must call the Fire Service to any outbreak of fire, however slight, and give details to the Booking 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. There is a plan of the Hall showing the location of fire equipment on the notice board in the entrance hall.
- 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.
- 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).

iii) In the event of fire the person in charge will:

- Instruct all persons to leave using the nearest exits and ASSEMBLE at the MAIN GATE TO THE CAR PARK to be counted.
- Call the FIRE BRIGADE- and give the address Appleton Village Hall, Oakesmere, Appleton OX13 5JS
- Ensure that once the Hall is evacuated no one re-enters the building.
- On arrival of the Fire Brigade report to the Officer in Charge that all persons are safe or inform of their last known position.
- Only attempt to extinguish the outbreak using the fire appliances if safe to do so.

#### **Smoke machines must not be used – they activate the fire alarm**

#### **14. Noise**

(i) You must ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning.

(ii) If you are using sound amplification equipment, this must be **only** be connected to the socket on the stage designated for the purpose, which is connected to a noise-limiting device. **Smoke machines must not be used – they activate the fire alarm.**

(iii) When music is performed at any event all windows must be closed and the alarm attached to the double doors in the centre of the hall must be activated. These doors may not be opened except in an emergency.

#### **15. 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.

#### **16. 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 provided with a refrigerator, which must be emptied and cleaned at the end of your hire.

## **17. 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.

## **18. 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.

## **19. 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.

## **20. 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 ([appletonvillgaehallbookings@gmail.com](mailto:appletonvillgaehallbookings@gmail.com)) as soon as possible and complete the relevant section in our accident book, which is in the kitchen.

You must report certain types of accident or injury on a special form to the Incident Contact Centre. Please see the Health and Safety Executive website for details: <https://www.hse.gov.uk/riddor/index.htm> 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).

## **21. 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 used without our consent.

## **22. 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.

## **23. 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.

## **24. 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 to disclose it to any third party.

## **25. 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.

## **26. 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 when your device 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.

## **27. 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 our Data Protection Officer, Sue Staunton.

(iv) In entering into this agreement the Hirer confirms that they have familiarised themselves with our GDPR policy as included on our website.

## **28. 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.

## **29. No rights**

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

## **30. Miscellaneous**

- (i) Animals: You must ensure that Guide dogs, Hearing dogs and assistance dog owners are allowed on the premises.
- (ii) If you are holding a dance, sporting or similar event, please ensure your attendees wear shoes with non-marking soles.
- (ii) Similarly please ensure everyone avoids wearing stiletto heeled shoes as they damage the floor.
- (iii) Please do not use confetti on the premises.