

# Fringford Village Hall Terms & Conditions of Hire

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These standard conditions apply to all hiring of Fringford Village Hall. If the Hirer has any doubt as to the meaning of the following, the Fringford Village Hall Committee (FVHC) should be consulted immediately.

## 1. Supervision

- a) The Hirer, being of 18 years of age or over, shall, throughout the period of the hiring be present at the Hall and fully accept responsibility for the; supervision of the premises, the fabric and the contents, their care, safety from damage however slight, and the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements. As directed by the Bookings Clerk, the Hirer shall 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.
- b) The Hirer will ensure that all persons involved in the organisation and running of the event shall have been instructed as to their essential responsibilities in the event of fire or other emergencies, including attention to disabled persons, the location and use of the fire-fighting equipment available, how to call the Fire Brigade and evacuation procedure.

**The total number of people anywhere on the premises shall not exceed 130 standing, or 65 seated in the Main Hall and 30 seated in the Chinnery Room.**

## 2. Indemnity

- a) The Hirer shall indemnify and keep indemnified each member of the FVHC, volunteers, and agents against (a) the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises (b) all claims, losses, damages and costs 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 (c) all claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer.
- b) The Hirer, if operating a 'commercial operation' (charging a fee or selling goods to attendees), shall take out adequate insurance to insure the Hirer and members of the Hirer's organisation and attendees against the Hirer's liability under paragraph 2(a) and all claims arising as a result of the hire and on demand shall produce the policy and current receipt or other evidence of cover to the Hall Bookings Clerk. Failure to produce such policy and evidence of cover will render the hiring void and enable the Bookings Clerk to rehire the premises to another hirer.
- c) The Hirer will ensure that any contractors (such as caterers) operating on their behalf have adequate public liability and general insurance against the Hirers liability under paragraph 2(a).
- d) Individual Hirers, membership clubs, charities and voluntary association members are covered under the Village Hall's 'Hirers' Public Liability Insurance if not operating commercially as in 2(b).
- e) The Village Hall is insured against any claims arising out of its own negligence.

## 3. Use of Premises

- a) The Hirer shall not use the Hall, including the Car Park, for any purpose other than that described in the Hiring Request and shall not sub-hire 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 on to the premises anything which may endanger the same or render invalid any insurance policies in respect thereof.
- b) Dangerous and Unsuitable Performances – involving danger to the public or of a sexually explicit nature shall not be given.

## 4. Village Hall Keys

- a) The Hirer shall be responsible for the safe return of the Hall keys to the key box (or alternative location if agreed with the Booking Clerk) immediately after the hired session ends.
- b) The Hirer agrees to indemnify the FVHC against any financial loss incurred due to a subsequent Hirer being unable to access the Hall for their session due to the absence of the keys if the Hirer has failed to return the keys on time.
- c) Should the Hirer fail to return the key, the Hirer agrees to pay a lost key fee of £50 to cover the cost and time of arranging a replacement key or change of lock.

## 5. Privacy and Data Protection

- a) The Hirer agrees that the FVHC may collect and store the Hirer's personal data provided by them through the use of the 'Hallmaster' online booking system and through any emails/correspondence sent and received between the Hirer and the Hall in the course of the booking process.
- b) The FVHC and Hallmaster Limited commit to holding your data securely and not providing it to any third party without permission.
- c) The Hirer agrees that the FVHC and Hallmaster Limited may process and hold all information about you and your hiring in accordance with the Hirers legal rights under the Data Protection Act 1998 and in accordance with the Village Hall Data Protection Policy.

## 6. Gaming, Betting and Lotteries

The Hirer shall ensure that nothing is done on the premises in contravention of the laws relating to gaming, betting and lotteries.

## 7. Licences

- a) Should the Hirer wish to sell alcohol at the Hall they will need to apply to Cherwell District Council for a 'T.E.N.' (Temporary Event License). The FVHC must be informed of this and the License holder must be present throughout the hiring. Alternatively, should the Hirer use the services of a commercial bar service then the Hirer must establish that the operator holds a current mobile license.
- b) The Hirer understands that the FVHC holds a Performing Society Rights Licence and a Phonographic Performance License which permits the use of copyright music in any form e.g. record, compact disc, tapes, radio, films or by performers in person.
- c) The FVHC does not hold a TV License and the playing/streaming of broadcast TV is prohibited.
- d) If licences are required in respect of any other activity in the Hall, the Hirer should ensure that they hold the relevant licence.

## 8. Safeguarding Young People and Vulnerable Adults

- (a) The Hirer 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.
- (b) The Hirer must restrict children from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification.
- (c) The Hirer must ensure that no children under the age of 14 years are permitted to enter the kitchen or storeroom, to avoid exposure to danger.
- (d) The Hirer will take full responsibility at all times during the hiring for the care, safety and security of all children and vulnerable adults attending.

### 9. Public Safety Compliance

- a) The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Licensing Authority, The Hirer's Checklist, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children.
- b) Hirers are requested to complete their own risk assessment as to the suitability of the premises for their planned activity.
- c) The Hirer acknowledges that they have received instruction in the following matters:
  - 1) The action to be taken in event of fire, however slight. This includes evacuating the hall and calling the Fire Brigade.
  - 2) The location and use of fire equipment as shown on the Hall Notice Board.
  - 3) Escape routes and the need to keep them clear and location of the evacuation assembly point.
  - 4) Method of operation of Main Hall fire door openers/panic bars.
  - 5) Appreciation of the importance of closing all fire doors at the time of a fire.
  - 6) The requirement to inform the FVHC of any fire event as soon as it is safe to do so.
  - 7) The location of the First Aid Box and Accident Book.
- d) In advance of an entertainment or activity the Hirer shall check the following items:
  - 1) That all fire exits are unlocked and panic bars 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 are no obvious fire hazards on the premises.

### 10. Flammable or Explosive Substances and Heating Equipment

The Hirer shall ensure that:

- a) Highly flammable substances are not brought into or used in any part of the premises.
- b) No internal decorations of a combustible nature shall be erected. No decorations are to be put up near light fittings.
- c) No candles, indoor fireworks, smoke machines or bubble machines are to be used in the Hall.
- d) No unauthorised heating or cooking appliances are used on the premises.

### 11. Smoking

- a) No smoking is allowed within the Hall. The Hirer must ask any person who breaches this condition to leave the premises.
- b) The Hirer 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.

### 12. Electrical Appliance Use and Safety

- a) The Hirer must ensure that no electrical circuits are overloaded.
- b) The Hirer shall ensure that any electrical appliances brought by them or any of their guests or contractors to the premises and used there, shall be safe and used in a safe manner.

### 13. Accidents and Dangerous Occurrences

The First Aid Box is kept in the kitchen, if used please inform the FVHC. The Health & Safety & Environmental Policy is displayed on the Notice Board.

- a) The Hirer must report all accidents involving injury to the FVHC as soon as possible and complete the relevant section in the Hall's Accident Book which is kept in the kitchen.
- b) Any failure of equipment belonging to the Hall must be reported as soon as possible.

### 14. Health and Hygiene

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

- a) The Hirer shall be responsible for any food or drink served at the Hall and the FVHC cannot be held liable should anyone fall ill during or following a hiring.
- b) In particular, high-risk foods, dairy products, fish and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations.
- c) It is the Hirer's responsibility to ensure that the kitchen and equipment is kept clean throughout the hiring and left in a clean condition at the end of the hiring.
- d) The colour coded chopping boards held in the kitchen should be used.
- e) There are three fridges however, the temperatures cannot be guaranteed.

### 15. Allergen identification

The Hirer, if serving, or causing to be served, high risk foods shall ensure that allergen information, according to the Food Information Regulations, is made available to guests.

### 16. Drunk and Disorderly Behaviour and Supply of Illegal Drugs

- a) 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 provision and consumption of alcohol.
- b) The Hirer shall ensure that drunk and disorderly behaviour is not permitted either on the premises or in its immediate vicinity.
- c) Alcohol shall not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18.
- d) 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.
- e) No illegal drugs may be brought onto the premises.

### 17. Animals

The Hirer shall ensure that no animals (including birds) except guide/assistance dogs are brought into the premises, unless agreed in advance by the Hall. No animals whatsoever are to enter the kitchen at any time.

### 18. 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.

### 19. Stored Equipment

- a) The FVHC accepts no responsibility for any stored equipment or other property brought onto or left at the premises by the Hirer, and all liability for loss or damage is hereby excluded.
- b) All equipment and other property must be removed at the end of each hiring or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

- c) The FVHC may, in its discretion, remove/dispose of any equipment/materials not removed by the Hirer from the Hall at the end of the Hire period.

### 20. No Picture, Poster or Decoration fixed to walls and any other Alterations

- a) No decorations, pictures, posters, notices or other articles are to be attached to the walls or doors. The use of Sellotape, Sticky Fixers or similar is prohibited.
- b) No other alterations or additions may be made to the premises.
- c) Any damage to the decoration or fabric of the building will be charged to the Hirer.

### 21. Equipment use and its insurance

- a) No bouncy castles or similar inflatables are allowed within the Hall.
- b) The use of gazebos, marquees or similar structures may be used in the car park, but the Hirer must arrange for general and Public Liability insurance for this use. The FVHC insurance does not cover such use.

### 22. End of Hire

- a) The Hirer shall vacate the premises completely at the conclusion of the hire period.
- b) The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, all lights switched off, front door and fire doors and windows properly locked unless directed otherwise by the FVHC.
- c) Any equipment and contents (such as tables and chairs) temporarily removed from their usual positions must be properly replaced otherwise the FVHC shall be at liberty to make an additional charge.
- d) The floors must be swept, toilets flushed, and kitchen surfaces, oven and hob returned to prior level of cleanliness.
- e) Any spillages must be thoroughly cleaned up by the Hirer.

### 23. CCTV at the Hall

The Hall's CCTV system is designed to provide protection to Hall users and the Hall property by deterring anti-social behaviour, vandalism and crime. The CCTV system covers the entrance lobby and external areas only.

- a) Hirers agree for themselves and their guests, employees, team members, suppliers and clients to be filmed on entry and departure from the hall in accordance with the Village Hall CCTV Policy.
- b) Hirers should make all visitors/participants in their events aware of the presence and purpose of the CCTV system.

### 24. Wi-Fi Service

The Hall provides a Wi-Fi service free of charge on the basis that its availability and reliability are not guaranteed and that its use is at the risk of the Hirer. The FVHC reserves the right to terminate use of Wi-Fi without notice.

When using the Wi-Fi service, you agree at all times to be bound by the following provisions:

- a) To keep the Hall Wi-Fi username, password secure
- b) Not to use the Wi-Fi service for any of the following purposes:
  - 1) disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;
  - 2) 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.

### 25. Cancellation

- a) If the Hirer wishes to cancel the booking before the date of the event and the FVHC is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the FVHC. Please review the cancellation fees detailed on the Hire Rates page.
- b) The FVHC reserves the right to cancel this hiring by written notice to the Hirer 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 FVHC reasonably considering that any hiring might lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or 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, explosion or those at risk of these or similar disasters.
  - 5) the use defined in the initial hiring request is materially changed.
  - 6) the proposed use/activities may lead to damage to or misuse of the premises.
- c) In any such case the Hirer shall be entitled to a refund of any hire fees and deposits already paid, but the FVHC shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

### 26. Deposits

The FVHC may require a deposit to be paid in advance for events. This deposit will be returned to the Hirer within 10 days of the end of hiring if it is confirmed that no damage has occurred at the Hall, the keys have been returned immediately at the end of the hire period and that the Terms and Conditions of Hire have been fully met.