

Stoney Stanton Village Hall

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.

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:

- (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 the highway.
- (d) at no time during the hire, should the building be left unattended.
- (e) if you have been given the key access codes, you are responsible for safe keeping of the keys during the hire, should these be lost, a charge will be incurred for replacement keys and locks.
- (f) care of the users of the hall, please be mindful of moving and lifting equipment.
- (g) At all times during the hire at least one space must be available for the parking of a vehicle for a person of limited mobility holding a blue badge.
- (h) The use of silly string or similar items is fully prohibited due to the damage to the floors.

No items should be stuck to the walls

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) for any purpose other than that described at the booking stage 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.

The sale of alcohol is permitted on the premises via a temporary event notice available from Blaby District Council. <https://www.blaby.gov.uk/licensing/entertainment-and-events/temporary-event-notice/>

A copy of the notice should be forwarded to the clerk (clerk@stoneystantonpc.gov.uk) for the records.

Stoney Stanton Parish Council reserves the right in its absolute discretion not to hire its venues:-
To any organisation or individuals that do not conform to the values of the council (Equality, Fairness and Inclusivity) or that are banned or proscribed by law;

Or for political rallies or for demonstrations which incite hatred or violence or any breach of criminal law and/or spread hatred or violence or any breach of criminal law and/or spread hatred or intolerance;

Furthermore, the council reserves the right to refuse to grant, or cancel, permission with immediate effect:

If any or all parts of the events are considered by the Council, in its reasonable opinion, to be dangerous, offensive, noxious, illegal or which may become a nuisance to the Council or any other occupiers in the areas (or any neighbouring property) where the event is held.

If the organisers are found to have falsely represented the event at the time of booking but are subsequently found to breach the principles set out here.

Or, if the Council is not satisfied that the safety of the building and the public can be ensured. No individuals or groups will be denied the opportunity for access to Council managed properties unless there is a justifiable reason to do so within the spirit of the policy.

The main legislation or guidance governing this Policy is:

Statutory guidance issued under s29 of the Counter-Terrorism and Security Act 2015 makes explicit reference to the 'Use of local authority resources' and outlines expectations of partnership working and that 'local authorities should ensure that publicly-owned venues and resources do not provide a platform for extremists and are not used to disseminate extremist views' through the establishment of a responsible booking policy for public venues.

As a responsible authority under the Crime and Disorder Act 1998, the Council also has a statutory duty to work in partnership with other agencies to reduce and prevent crime. Maintaining public order is a priority for a Local Authority and the Police, therefore when an event poses a risk to the general public, there are grounds to review and reconsider venue hire. Where the property is not under Local Authority control, they can provide advice to the property owners/occupiers.

The Human Rights Act 1998 sets out the fundamental rights and freedoms that everyone in the UK is entitled to. In some limited situations, certain freedoms are qualified meaning that public authorities may interfere with them. This is only possible where the authority can show that its action has a proper basis in law, and is necessary and 'proportionate' in order to protect public safety, public order, Health or morals, the rights and freedoms of other people.

The Equality Act 2010 requires public bodies to have due regard to the need to eliminate unlawful discrimination, harassment, victimisation and any other conduct prohibited by the Act as well as to advance equality of opportunity and to foster good relations between people who share a protected characteristic and people who do not. The latter relates to the need to tackle prejudice and promote understanding.

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 equipment or furniture

(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)

(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

(e) Commercial hirers must maintain public liability insurance,

(f) where inflatable equipment is hired in, the hirer must ensure that the supplier has public and product liability insurance, which must not be less than 10 million as required by the parish insurers and must be available on request.

We will take out adequate insurance to insure the liabilities described in the case of non-commercial hirers.

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

We hold the relevant license under Performing Right Society (PRS)

7. Music

You must have our written permission for performance of live music and the playing of recorded music under the Design and Patent Act 1988. 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 license for films shown. This Agreement confers any required permission from the hall management under the Deregulation Act 2015.

9. 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 any relevant checks through the Disclosure and Barring Service (DBS).

10. 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.

The capacity for the hall is **150** persons and you are responsible for ensuring that this limit is not exceeded.

You must call the Fire Service to any outbreak of fire, however slight, and give details to our Hall Manager – Roz Ward (Parish Clerk) 07476 202575

(i) You acknowledge that you have been informed of the hall's fire safety and that the procedures are displayed on the noticeboards and on the walls of the hall;

- 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. (2 extinguishers in the kitchen area along with a blanket and a large extinguisher at the disabled entrance)
- Escape routes (2 to the front and 1 to the rear) and they 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 (kitchen) and defibrillator (Co-op Car Park)

(ii) In advance of any activity 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 visible.
- That there are no fire-hazards on the premises.

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. Music should be played at levels which will not cause a nuisance to neighbouring properties and all music should be ceased by 11pm.

12. 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

13. Food, health and hygiene

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

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, 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

Equipment may not be stored on the premises without our written permission. 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 the hall manager and complete

the relevant section in our accident book held with the first aid kit in the kitchen area. Our Hall Manager will give assistance in completing this form should it be required. 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

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. The heating units have preset timings for each booking, you must NOT under any circumstances touch the heating controls or radiators.

20. Animals

Guide dogs, Hearing dogs and assistance dog owners are allowed on the premises and all other animals can only be brought into the hall with the written permission of the Hall Manager.

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 hall, and must indemnify and keep indemnified us 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.

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' Suggested Retail Prices.

23. Overstaying

The letting is only for the times permitted by the Hall Management. If you overstay or the premises is left in a condition that it cannot be used in a reasonable way by the next hirer we will charge you a rate of £20 per hour until such time as the hall is available to the next hirer.

24. Cancellation & Notice of takeover

If you wish to cancel the booking before the date of the event and we are unable to conclude a replacement booking, we may, in our complete discretion, require payment of the hire fee.

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) for maintenance, repairs and any other necessary works - this will be on an immediate basis if the work is urgent due to public safety or we will give 4 week notice of any planned work;
- (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;
- (ii) the premises becoming unfit for your intended use;
- (iii) 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.

With the exception to (iii) above, in any such case you will be entitled to a refund of any deposit or fee already paid. In any circumstances we will not be liable to you for any resulting direct or indirect loss or damages whatsoever.

24. End of hire

You are responsible for leaving the premises and surrounding area in a clean and tidy condition, (you must supply your own cleaning products, the hall will supply brushes, mop and bucket).

The building MUST be properly locked and secured unless directed otherwise and any contents /furniture which is temporarily removed from their usual positions be properly replaced and so as to cause no harm to others.

Ensure the lights and equipment have been turned off, all internal doors closed and all rubbish to be placed in the provided bins.

25. 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. Costs may be charged for damage.

26. No rights

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