**Conditions of Hire of Shamley Green Arbuthnot Hall:**

These standard conditions apply to all hiring the Shamley Green Village Hall (SGVH) and a copy should be available to the Hirer. If the Hirer is in any doubt as to the meaning of the following, the SGVH Hall Manager (hereafter known as the Hall Manager) should be consulted.

# Acceptance of Responsibility

The Hirer, not being a person under 25 and legally capably of entering into binding contracts, hereby accepts responsibility for being in charge of the premises at all times when the public are present, either personally or through an authorised delegate stated on the Application and the Hirer will ensure that

all conditions, under this Agreement, relating to management and supervision of the premises are met.

# Supervision

The Hirer shall, during the period of the hiring, be responsible for:

1. supervision of the premises, the fabric and the contents;
2. care of the premises, fabric and contents, including the car park, safety from damage however slight or change of any sort;
3. and the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements and safe use of the car park for all users.

No fixtures and fittings including pictures, should not be removed off the walls.

As directed by the Hall Manager, 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. If the Hirer discovers any damage, serious uncleanliness or that the Hall is otherwise not fit the Hirer’s use, they must advise the Hall Manager immediately, or risk being held responsible. Any failure of equipment belonging to the Hall must also be reported as soon as possible.

If any damage to the Hall or its equipment, however slight, occurs during the period of hire, it is the Hirer’s responsibility to advise the Hall Manager when the keys are returned or as soon as possible.

# Use of premises

1. The Hirer shall not use the premises (including the car park) for any purpose other than that described in the Booking Form and shall 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 onto the premises anything which might endanger the premises or render invalid any insurance policies covering the premises nor allow the consumption of alcohol thereon without our written permission. The Hirer must ensure that no indecent or immoral activity occurs. The number attending the event must not exceed that for which the booking was confirmed. The Hirer is responsible for ensuring that only those persons entitled to be on the premises remain there and that they conduct themselves properly. The Hirer must ensure that sufficient competent adults are on hand at all times to help fulfil the Hirer’s responsibilities.
2. The Hall has a Premises Licence authorising regulated entertainment only - see the website <https://www.arbuthnothall.org/> The Hirer agrees to apply with all obligations therein.
	1. The Hirer agrees that if regulated entertainment, not covered by our Premises Licence, is to be held the Hirer must obtain our consent to submit a Temporary Event Notice (TEN) to the licensing authority. The Hall Manager will advise if a TEN is not needed.
	2. The Hirer agrees to give the Hall Manager notice of intention to sell alcohol or provide within the ticket price or ask for donations at the event and to give notice of a TEN to the licensing authority.

If the Hirer fails to comply with (a) or (b) above, the Hall Manager will cancel the hiring without compensation.

# Insurance and indemnity

1. The Hirer shall be liable for:
	1. 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;
	2. costs arising from accidental and malicious loss or damage and for loss or damage arising out of the Hirer’s negligence done to the Shamley Green Village Hall Management Committee (SGVHMC) WiFi service;
	3. all claims, losses, damages and costs made against or incurred by the SGVHMC, their employees, volunteers, agents or invitees 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) and the Hirer’s use of the Hall’s Wi-Fi service, and
	4. all claims, losses, damages and costs made against or incurred by the SGVHMC 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 Hall Wi-Fi service, and subject to sub-clause (ii), the Hirer must indemnify the SGVHMC against such liabilities
2. SGVHMC will take out adequate insurance to insure the liabilities described in subclause (i)(a) above and may, in their discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (i)(b) and (i)(c) and (i) (d) above. SGVHMC will claim on our insurance for any liability the Hirer incurs but the Hirer must indemnify the SGVHMC against:
	1. any insurance excess incurred and
	2. the difference between the amount of the liability and the monies SGVHMC receive under the insurance policy.
3. Where SGVHMC do not insure the liabilities described in sub-clauses (i)(b) and (i)(c) and (i) (d) above, the Hirer 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 the Hall Manager. If the Hirer fails to produce such policy and evidence of cover, the Hall Manager reserves the right to cancel this Agreement and rehire the premises to another hirer.
4. SGVHMC are insured against any claims arising out of their own negligence.

# Car Parking

SGVHMC encourage Hall users to walk to the Hall where safe to do so as there is limited car parking. SGVHMC ask that Hall users park courteously and do not park in front of any of the neighbours’ houses or access or obstruct the highway. All vehicles are parked at the owners’ risk.

# Gaming, betting and lotteries

The Hirer must ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

# Music copyright licensing

The Hall has a licence from the PPL PRS Ltd to play and perform copyright music which covers Hirers. The exceptions not covered by the license are operas, musicals, ballets and other theatrical productions; copyright music that has been altered or derogatory use, or recordings if the making of the recordings infringed the copyright in that music. For more details of the exceptions see the terms and conditions of the MusicLicense for the Hall on the website <https://www.arbuthnothall.org/> . If the Hirer’s music falls into the exceptions, the Hirer must obtain their own license.

# Music

The Hirer must have the Hall Manager’s written permission for performance of live music and the playing of recorded music under the Deregulation Act 2015.

# Film

The Hall holds no licence for the showing of recorded and copyrighted videos or films. The Hirer must ensure that they have the appropriate copyright licences for film.

The Deregulation Act 2015 requires the Hirer to have the SGVHMC’s written permission to show a film. The Hirer must restrict children from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification.

# Safeguarding children, young people and adults at risk

The Hirer must ensure that any activities for children and young people (under 18) and other 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.

All hirers who wish to use the Hall for activities which include children, young people and adults at risk, other than for hire for private parties arranged for invited friends and family, to either produce a copy of their Safeguarding Policy and evidence that they have carried out relevant checks through the Disclosure and Barring Service (DBS) when requested to do so or, confirm in writing that they have understood and will adhere to the Hall’s safeguarding policy – see website <https://www.arbuthnothall.org/>

# Public safety compliance

The Hirer must comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and 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 must call the Fire Service to any outbreak of fire, however slight, and give details to the Hall Manager. The Hirer shall also comply with the Hall’s Health and Safety and Fire Policies – see website https://www.arbuthnothall.org/

# Noise

The Hirer’s event must be conducted throughout with proper respect for the Hall building and car park and for the fact that the Hall is situated in a residential neighbourhood. The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. Loud noise or other obtrusive conduct must not be allowed at any time.

# Drunk and disorderly behaviour and supply of illegal drugs

The Hirer must ensure that in order to avoid disturbing neighbours of the hall and avoid violent or criminal behaviour:

(a) no-one attending the event consumes excessive amounts of alcohol and

(b) no illegal drugs are bought onto the premises.

If your intended event involves bringing alcohol onto the Hall premises in any way whatsoever, the Hirer must advise the Hall Manager when seeking a booking and the Hirer must include the fact on the Booking Form. Drunk and disorderly behaviour is not permitted either on the premises or in its immediate vicinity. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way must be asked to leave the premises in accordance with the Licensing Act 2003.

# Food, health and hygiene

The kitchen is only suitable for the serving of hot drinks and light refreshments or for plating-up hot meals that have been prepared off-site. Compliance with Food and Health & Safety regulations is the responsibility of the Hirer and any caterers employed.

# Electrical appliance safety

The Hirer must ensure that any electrical appliances brought by the Hirer to the premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work regulations 1989 including having been PAT tested.

# Stored equipment

The SGVHMC accepts 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 The SGVHMC will charge fees each day or part of a day at the hire fee per hiring until the same is removed. If property is left at the premises without agreement or without payment of an agreed charge, the trustees may remove the same within seven days after the hiring and dispose of the property by sale or otherwise on such terms and conditions as they think fit and charge the hirer any costs incurred in storing, selling or disposing of them.

Regular hirers of the Hall, who have made arrangements for their equipment to remain on the premises between events, must ensure this is stored as agreed and are responsible for its security and insurance.

# Smoking

Smoking is not permitted on the Hall premises including the car park, nor may any naked flames, including candles or similar, be used. The Hall Trustees take the risk of fire to the timber building very seriously and any evidence of smoking or other fire hazards will be considered a breach of these Conditions.

# Accidents and dangerous occurrences

If any accident occurs to any person at or as a result of the Hirer’s event, the Hirer is required to complete an Accident Report Form in the Accident Book that is provided next to the First Aid Box placed in the kitchen area of the Hall. You must complete all sections of the Form and add the names and addresses of witnesses if there were any. You must then hand the Form to the Hall Manager or to a Trustee as soon as possible. You must also report to the Hall Manager or to a Trustee as soon as possible any incident, however slight, to which any of the emergency services were called.

# Explosives and flammable substances

The Hirer shall ensure that:

1. highly flammable substances are not brought into, or used in or near any part of the premises and
2. no internal decorations of a combustible nature (e.g. polystyrene, cotton wool) should be erected without the consent of the SGVHMC. No decorations are to be put up near light fittings or heaters.

# Heating

The Hirer shall ensure that no unauthorised heating appliances are used on the premises without the Hall Manager consent. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

# Animals

The Hirer shall ensure that no animals (including birds), except assistance dogs, are brought into the premises, other than for a special event agreed to by the Hall Manager. No animals whatsoever are to enter the kitchen at any time.

# Fly posting

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises and shall indemnify and keep the SGVHMC indemnified 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.

# Use of notice boards

The Hirer shall not place notices larger than A5 on the internal entrance notice board. Display of notices on the external notice board is at the trustees’ discretion and must be arranged through the Hall Manager.

# 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.

# Wi-Fi Services

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

1. not to use the Wi-Fi service for any for the following purposes:
	1. for business purposes, unless otherwise agreed in writing;
	2. to send, communicate, knowingly receive, upload, download or use any material that is offensive, abusive, indecent, defamatory, obscene, menacing, causes annoyance, inconvenience, needless anxiety or is intended to deceive;
	3. to download, possess or transmit in any way illegal material;
	4. to engage in criminal, illegal or unlawful activities;
	5. to violate or infringe the rights or property of any person, including rights of copyright and any other intellectual property rights, privacy or confidentiality;
	6. to intentionally impair or attempt to impair, without authorisation, the operation of any computer, prevent or hinder access to any program or data held in any computer or to impair the operation of any such program or the reliability of any such data;
	7. via a device allowing the routing or re-routing of such services on, from or to our network; or
	8. in such a way, or in such amount, that it will have an adverse impact on our internet supplier's network (or any part of it) or that contravenes general internet standards
2. to keep the login password for the Wi-Fi service 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 Conditions including without limitation:

1. if the Hirer uses any equipment which is defective or illegal;
2. if the Hirer causes any technical or other problems to the Hall’s Wi-Fi service;
3. if, in SGVHMC’s opinion, the Hirer is involved in fraudulent or unauthorised use of our Wi-Fi service
4. if the Hirer resells access to the Hall’s Wi-Fi service; or
5. if the Hirer uses the Hall’s Wi-Fi service in contravention of the terms of these Conditions.

# Availability of Wi-Fi Services

The Hall’s Wi-Fi service is of basic domestic quality. SGVHMC make no promise that the Wi-Fi service will meet the Hirer’s requirements. SGVHMC cannot guarantee that the Hall’s Wi-Fi service will be fault-free or accessible at all times. If internet connectivity is vital to a Hirer’s activity, the Hirer should provide their own backup system.

The operating range of the Wi-Fi system within the premises will depend on the performance of the Hirer’s device.

SGVHMC may impose usage, or service limits, suspend service, or block certain kinds of usage in our sole discretion to protect users of the Hall’s Wi-Fi service. Sites considered unsafe for children by the Hall’s internet provider will be blocked.

Additionally, the Hall does not have a Television licence and there is no permission to watch or record live television programmes at the hall on any devices. All persons on the premises will be responsible for ensuring that they are in compliance with the Communications (Television Licensing) Regulations 2004.

SGVHMC are not responsible for data, messages, or pages that the Hirer may lose or that become misdirected because of the interruptions or performance issues with the Hall’s Wi-Fi service or wireless communications networks generally.

#  Privacy and Data Protection

In the course of SGVHMC dealings with Hirers, personal data will be collected and processed about the Hirer. Personal data is any information from which the Hirer can be identified either directly or indirectly. Typically, this means the Hirer’s name or email address etc. but also includes descriptions or a photograph.

SGVHMC are committed to protecting the Hirers privacy and will use the Hirers personal data in accordance with all applicable laws and regulations that relate to data protection and privacy, including both the EU and UK General Data Protection Regulations (GDPR). See the Hall GDPR policy on the Hall website.

# Cancellation

If the Hirer decides to cancel a booked event, please advise the Hall Manager as soon as possible. If the Hirer cancels more than four complete weeks before the booked date, any payments made by the Hirer will be returned to you, but for cancellations less than four complete weeks before the booked date, the trustees are entitled to the full hire charge and only any deposit paid will be returned to the Hirer.

If SGVHMC discover that, for reasons outside the Hirer’s control, the Hall can no longer be made available to the Hirer for an event the Hirer has booked, the Hirer will be advised as soon as possible. Every reasonable effort will be made to avoid such cancellation and it is likely to occur only if there is a major problem or emergency. Examples include:

1. the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election.
2. 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
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.

In such circumstances, any monies paid by the Hirer will be returned promptly, but it is the Hirer responsibility to make any contingency arrangements, such as insurance, that the Hirer thinks appropriate, as the trustees will not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

If SGVHMC consider that the Hall cannot continue to be made available to the Hirer because of a failure by the Hirer to observe any of these Conditions of Hire, or because they have good reason to believe that the Hall premises may be subject to misuse, any hire charges and deposit paid by the Hirer may be forfeited.

# End of hire

Before the Hirer leaves the Hall and surrounding area, the Hirer must ensure that it is left in a clean and tidy condition, any debris or spillages cleaned away and all tables, chairs and other equipment returned to their proper places otherwise the Hall Manager shall be at liberty to make an additional charge. There is a large rubbish container at the end of the car park that the Hirer may use. Brooms and other basic cleaning equipment are available in the cupboard adjacent to the kitchen and they should be returned there after use.

It is the Hirer responsibility to ensure that all lights and heaters are turned off, no hot or cold water taps are running, all windows fastened and all doors properly locked. You will be given an exit checklist before the event. It is in the Hirer’s interest to check all these very carefully, as the Hirer may be held liable for any loss or damage that results from their failure to do so.

# No alterations

No alterations or additions may be made to the premises nor may any fixtures be installed, or placards, decorations or other articles be attached in any way to any part of the premises without the Hall Manager’s prior written approval. Any alteration, fixture or fitting or attachment so approved shall at SGVHMC discretion remain in the premises at the end of the hiring. Such items will become SGVHMC property unless removed by the Hirer who must make good to our satisfaction any damage caused to the premises by such removal.

# No smoke or misting machines

Devices designated to produce smoke or mist are not permitted as these machines will trigger a fire alarm.

# Inflatables

Inflatables must be of height that will not damage the hall lighting. Self-container generator inflation units are not permitted, electrically powered units are permitted provided they meet electrical safety standards.

# Indoor fireworks/Bonfires

Indoor fireworks and bonfires are not permitted due to the fire risk presented.

# Confetti or glitter filled balloons

Due to cleaning and environmental issues and potential misuse glitter and confetti filled balloons are not permitted.

# No rights

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

# General

1. The liability of the company in respect of its breaches of the relevant contract for hire shall be limited in amount to the amount paid by the Hirer for the relevant contract and nothing contained in these Conditions shall entitle the Hirer to pursue, exercise or enforce any right or remedy in respect of any such breach against the personal estate, property, effects or assets of any of the trustees or the directors of the company or against any assets for the time being vested in the trustees which are not assets of the company.
2. Nothing in these Conditions is to imply or warrant that the Hall may lawfully be used or is physically suitable for the purposes intended.
3. The Hirer must not do or omit to do anything that would cause any insurance policy in relation to the Hall to be wholly or partly void or voidable or that would cause an additional insurance premium to become payable. If the Hirer has any doubts in this regard, they are advised to ask the Hall Manager to see the Hall’s insurance policy and if necessary, to take further advice.
4. None of the rights or obligations contained in these Conditions may be assigned or transferred to any other person.
5. Any rights or duties implied by the terms of the Contract (Rights of Third Parties) Act 1999 are excluded and no third party shall be able to enforce any provisions of these Conditions.
6. This contract represents the entire agreement of the parties relating to the hire of the Hall. They supersede all previous and other agreements, arrangements and understandings between the parties but nothing in these Conditions shall be read or construed as excluding any liability resulting from any fraudulent act or omission by any party.
7. These Conditions shall be governed by and construed in accordance with English law and the parties hereby submit to the non-exclusive jurisdiction of the English courts.

 **Hall Manager:** Ali Bull Telephone 01483 892 254