

EASTON ON THE HILL VILLAGE HALL
POLICY DOCUMENT

TERMS AND CONDITIONS OF HIRE



If you are in any doubt as to the meaning of any of the Conditions, please contact us at bookings@eothvillagehall.co.uk

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
- c. the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements to avoid obstruction of the highway.
- d. not exceeding 100 people in the hall including the organisers/performers

3. 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 unless as agreed in line with our alcohol policy.

All cars are parked at owner's risk.

4. Insurance and indemnity

You are liable for:

- a. costs arising from accidental and malicious loss or damage and for loss or damage arising out of your negligence to any part of the premises including its curtilage or its contents
- b. costs arising from accidental and malicious loss or damage and for loss or damage arising out of your negligence 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, 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 below, you must indemnify us against such liabilities.

We will take out adequate insurance to insure the liabilities described in sub-clauses a) and b) above and may, in our discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses c) and d) above. We will claim on our insurance for any liability you incur but you must indemnify us against:

- e. any insurance excess incurred and
- f. the difference between the amount of the liability and the monies we receive under the insurance policy.
- g. Where we do not insure the liabilities described in sub-clauses 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 Hall Secretary. If you fail to produce such policy and evidence of cover, we will cancel this Agreement and re-hire the premises to another hirer.

We are insured against any claims arising out of our own negligence.

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

The hall does not have a licence with the Performing Right Society (PRS) for the performance of copyright music. You must ensure that you hold relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL)

7. 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.

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 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).

9. Alcohol

If you wish to supply alcohol during your event, plans must be discussed with the Management Committee via the Booking Secretary at the time of your booking.

If the hirer provides alcohol to be given to guests completely free of charge, then no licence is required. That is when:

- a. The event is free and drink is provided for free. (for example a family wedding or party where alcohol is not charged for).
- b. If people bring their own drink with them to consume on the premises.
- c. If alcohol is donated by an individual (not an organisation charging for entrance).

You are selling alcohol if:

- a. You are charging for alcoholic drinks at any event.
- b. If the event is ticketed and you are providing a free drink. (This is seen as selling as the cost is included in the ticket price)
- c. If the event has an entrance charge and you are providing a free drink.

For most functions selling alcohol, an application for a 'Temporary Event Notice' (TEN) is required. This must be obtained from North Northamptonshire Council in advance of the event. Please ensure you post applications off well before your event as you MUST have the licence before the event. Prior to applying for a licence please make the Booking Secretary aware as there is a

limit on the amount of TEN licences a venue can apply for in any 12 month period. The Management Committee must have a copy of the licence prior to the event and the licence must be displayed throughout the hire period. The person who has applied for the TEN and is named on the application is legally responsible for the sale of alcohol.

Easton on the Hill Village Hall Management Committee has its own licence for community functions. This licence is in the name of the Management Committee and not an individual person. This licence is only allowed to be used when the Management Committee has granted permission for its use and a member of the Committee is on site for the entire time that alcohol is being sold. When the Village Hall licence is used, the Management Committee is legally responsible for the sale of alcohol and a member of the committee will be present at the event. You must ensure permission is confirmed, prior to advertising that alcohol is to be sold at the event.

In all cases where alcohol is supplied, whether sold or provided for free, it is the responsibility of the licence holder or the hirer (if no licence is required) to ensure that no underage person is allowed to consume alcohol, under any circumstances. If there is any doubt about a person's age, credible identification must be provided.

10. Safeguarding children, young people and adults at risk

You must ensure that any activities for children, young people and 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. 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). All reasonable steps must be taken to prevent harm, and to respond appropriately when harm does occur. Relevant concerns must be reported.

11. 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 displayed in the hall and in accepting these terms you agree to it.

You must call the Fire Service to any outbreak of fire, however slight, and give details to our Booking Secretary. You acknowledge that you will read all fire notices and evacuation procedure and ensure that you are aware of the following matters:

- a. The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
- b. The location and use of fire equipment.
- c. Escape routes and the need to keep them clear.
- d. Method of operation of escape door fastenings.
- e. Location of the first aid box.

In advance of any activity whether regulated entertainment or not you must check the following items:

- f. That all fire exits are unlocked and panic bolts are in good working order.
- g. That all escape routes are free of obstruction and can be safely used for instant free public exit.
- h. That any fire doors are not wedged open.
- i. That exit signs are illuminated.
- j. That there are no fire-hazards on the premises.

12. Noise

You must ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. You must, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

13. 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:

- a. no one attending the event consumes excessive amounts of alcohol
- b. 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.

14. 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 and thermometer.

15. 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, fit for purpose and used in a safe manner in accordance with the Electricity at Work Regulations 1989.

16. 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 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:

- a. 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
- b. your failure to dispose of any property brought on to the premises for the purposes of the hiring.

17. 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 or vape does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

18. Accidents and dangerous occurrences

A first aid kit is located in the hall. 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 as soon as possible and complete the relevant section in our accident book. You must report certain types of accident or injury on a special form to the Incident Contact Centre. Our Hall Booking 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).

19. Explosives and flammable substances

You must 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 are erected without our consent.

20. Heating

The heating is controlled remotely and programmed to come on prior to your booking. Please contact the Booking Secretary if there are any issues with the 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.

21. Animals

Guide dogs, Hearing dogs and assistance dogs are allowed on the premises but no other animals. Dogs are not permitted in the kitchen area.

22. 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 premises, 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.

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 our Wi-Fi policy which can be found on our website or is available from the Booking Secretary.

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.

25. Privacy and Data Protection

We may collect and store personal data through your use of our WiFi service. 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.

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 Booking Secretary.

When using the WiFi service the Hirer always agrees to be bound by the following provisions:

- a. not to use the WiFi 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 WiFi 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 WiFi service security procedure confidential and not to disclose it to any third party.

26. Cancellation

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:

- 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 (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;
- 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.

27. End of hire

You are responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise we may make an additional charge. You acknowledge that you will follow the end of session checklist which is displayed in the hall. Cleaning equipment is available in the left-hand kitchen cupboard. Please remove all waste at the end of your session.

28. No alterations

Decorations may be hung from the wooden rails, ornamental bosses and hooks but nowhere else please. Please do not use blu-tac on the walls. If in doubt, please ask the Booking Secretary prior to your booking. You must not make any alterations or additions to the premises nor install or attach any fixtures or placards, 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. Acceptance

These Terms and Conditions are made available to you at the time of booking. By proceeding with the booking, you are deemed to have accepted these terms and conditions and alcohol policy as shown below.

EASTON ON THE HILL VILLAGE HALL

POLICY DOCUMENT

ALCOHOL POLICY



The licensing law requires that there is a licence in place for the sale of alcohol at all events.

You are selling alcohol if:

- You are charging for alcoholic drinks at any event
- If the event is ticketed and you are providing a free drink. (This is seen as selling as the cost is included in the ticket price)
- If the event has an entrance charge and you are providing a free drink.

A licence is *not* required when:

- The event is free and drink is provided for free. (for example a family wedding or party where alcohol is not charged for).
- If people bring their own drink with them to consume on the premises.
- If alcohol is donated by an individual (not an organisation charging for entrance).

A Temporary Event Notice:

- For most functions selling alcohol, an application for a 'Temporary Event Notice' (TEN) is required. Applications are made via North Northamptonshire Council (www.north-northamptonshire.gov.uk) under Temporary Event Notice. The current cost is £21 per licence. Please ensure you post applications off well before your event as you **MUST** have the licence before the event.
- Prior to applying for a licence please make the Village Hall Management Committee aware as there is a limit on the amount of TEN licences a venue can apply for in any 12 month period.
- The Management Committee must have a copy of the licence prior to the event and the licence must be displayed throughout the hire period.
- The person who has applied for the TEN and is named on the application is legally responsible for the sale of alcohol.

The Village Hall Licence:

Easton on the Hill Village Hall Management Committee has applied for and purchased its own licence for community functions. This licence is in the name of the Management Committee and not an individual person. This licence is only allowed to be used when the Management Committee has granted permission for its use and a member of the Committee is on site for the entire time that alcohol is being sold. When the Village Hall licence is used, the Management Committee is legally responsible for the sale of alcohol.

Any persons wishing to use the Village Hall licence must:

- make a request to the Management Committee via the Bookings Officer.

- check that a member of the Committee is going to be present at the event and is happy to cover this role.
- ensure permission is confirmed, prior to advertising that alcohol is to be sold at the event.
- the licence comes at a cost to the hall the trustees may request a donation for most events if it is used.

Legal requirements:

In all cases where alcohol is supplied, whether sold or provided for free, it is the responsibility of the licence holder or the hirer (if no licence is required) to ensure that no underage person is allowed to consume alcohol, under any circumstances. If there is any doubt about a person's age, credible identification must be provided.

The Magistrates' Court can give an unlimited fine for the following offences under the Licensing Act 2003:

- Sale of alcohol to children
- Allowing the sale or supply of alcohol to children
- Purchase on behalf of a person under the age of 18
- Knowingly allowing the consumption of alcohol on relevant premises by children

Licensing laws are set by the Council and enforced by the licensing officer. The sale of alcohol and licences is monitored by the police, child protection and a number of other organisations. The licensing team are very strict on these regulations and have the power to withdraw not only an alcohol licence but also a venue premise licence. Without a premise licence a venue is not legally permitted to hire out rooms.

If your event requires a licence, it is essential that either a TEN is displayed at the event and a copy passed to the Management Committee, or permission is sought from the Committee to use their licence and a Committee member has agreed to be present.

Without a licence it is illegal to sell alcohol and it must not be sold at the event.

In all cases, the hirer is responsible for:

- ensuring that no alcohol is given or sold to any person under the age of 18 years – if in doubt, proof of age must be obtained.
- ensuring that no alcohol is given or sold to any person who is drunk or disorderly.
- ensuring that a copy of our Alcohol Policy, along with the TEN, if applicable, is displayed throughout the booking period.

Unannounced checks may be carried out by a member of the Management Committee at any time during the hire period.

Failure to adhere to these conditions will result in the immediate cessation of the booking and the retention of any monies paid.