



## Halton Village Hall – Terms and Conditions of Hire

These conditions apply to all hiring of the Village Hall and Car Park. If the Hirer is in any doubt as to the meaning of the following, the Booking Officer should immediately be consulted. The Hirer is responsible for adhering to Health and Safety and Emergency Procedures. It is the Hirer's responsibility to ensure that copies of Health & Safety and Emergency instructions are obtained and understood. If the Hirer is in any doubt about any of the Instructions, the Booking Clerk should be consulted. By going ahead with the hiring of the Village Hall, the Hirer is agreeing to these Conditions of Hire and complying with the Instructions.

**1. Supervision** the Hirer shall, during the period of the hiring, be responsible for: supervision of the Village Hall, the fabric and the contents; their care, safety from damage however slight or change of any sort; and the behaviour of all persons using the Village Hall whatever their capacity. As directed by the Booking Clerk, the Hirer shall make good or pay for all damage (including accidental damage) to the Village Hall or to the fixtures, fittings or contents and for loss of contents.

**2. Car Park** The hirer is responsible for ensuring that vehicles are parked in an orderly way to avoid obstruction of the highway and that any parking requirements in the Instructions are followed. Users may need to ask for assistance when leaving the car park due to vehicles parked in the road. Alcohol must not be consumed in the car park.

**3. Use of Village Hall** The Hirer shall not use the Village Hall for any purpose other than that described in the Hiring Agreement and shall not sub-hire or use the Village Hall or allow the Village Hall to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the Village Hall anything which may endanger the same or render invalid any insurance policies in respect thereof. For the purposes of these conditions the 'hirer' shall mean an individual hirer, or, where the hirer is an organisation the authorised representative, not being under 18 years of age.

**4. Gaming, Betting and Lotteries** the Hirer shall ensure that nothing is done on or in relation to the Village Hall in contravention of the law relating to gaming, betting and lotteries.

**5. Licences** the Hirer shall be responsible for obtaining such licenses as may be needed for the sale and supply of intoxicating liquor. Or for entertainment from Buckinghamshire Council, and for observance of the same

**6. Public Safety Compliance** the Hirer shall comply with all conditions and regulations made in respect of the Village Hall by the Fire Authority, Local Authority, the Licensing Authority 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 ensure that the Village Hall is not occupied by more than 100 people at any time.

**7. Fire Precautions**, by agreeing to these terms and conditions, hirers acknowledge their responsibility for the safety of all attendees during their event at Halton Village Hall. In the event of a fire, it is imperative that hirers familiarise themselves with the emergency exit routes outlined in the Halton Village Hall emergency exit route information. This information can be obtained by contacting the Booking Clerk at [Bookingclerk@halton-pc.gov.uk](mailto:Bookingclerk@halton-pc.gov.uk) or by referring to the Halton Parish Council Notice Board within the village hall. Hirers must arrange a visit to the

hall to orientate themselves with the evacuation routes and the location of the Manual Points (MCP). In the event of a fire, hirers are required to promptly alert attendees using the MCPs and guide them to the designated Assembly Point. Additionally, hirers must immediately dial 999 to notify emergency services and inform Halton Parish Council of the situation. Compliance with these safety protocols is essential to ensure the well-being of all individuals present in the event of an emergency.

**8. Health and Hygiene** the Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat in the Village Hall must be refrigerated and stored in compliance with the Food Temperature Regulations. The Village Hall is provided with a refrigerator and a dishwasher.

**9. Electrical Appliance Safety** the Hirer shall ensure that all electrical equipment belonging to the Village Hall and any electrical equipment brought in by the Hirer are used safely in accordance with the Instructions.

**10. Accidents and Dangerous Occurrences** the Hirer must report all accidents involving injury to the public to a member of the Village Hall to Halton Parish Clerk as soon as possible via email [clerk@halton-pc.gov.uk](mailto:clerk@halton-pc.gov.uk). A first aid and incident reporting form, located in kitchen draw, must be completed at the time of accident/incident and this form should be posted through the Parish Council letterbox located on the wall by the main exit/entrance to the Village Hall, For serious accidents where RIDDOR is required the HSE form will be completed and returned 'as above', and an email should be sent to [clerk@halton-pc.gov.uk](mailto:clerk@halton-pc.gov.uk) within 24 hours. The clerk will review and inform RIDDOR via the HSE online reporting system. The clerk will take note of remedial training and works required. This is in line with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995. Any damage to Village Hall property or failure of equipment belonging to the Village Hall or brought in by the Hirer must be reported to the Booking Clerk as soon as possible [bookingsclerk@halton-pc.gov.uk](mailto:bookingsclerk@halton-pc.gov.uk). Certain types of accident or injury must be reported on a special form to the local authority. Halton Parish Clerk will give assistance in completing this

form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

**11. Drunk and Disorderly Behaviour and Supply of Illegal Drugs** 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 consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either in the Village Hall or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk nor sold to any person suspected of being under the age of 18. 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 Village Hall. No illegal drugs may be brought into the Village Hall.

**12. Animals** the Hirer shall ensure that no animals (including birds) except guide dogs are brought into the Village Hall, other than for a special event agreed to by the Halton Parish Council. No animals whatsoever are to enter the kitchen at any time.

**13. Safeguarding children, young people and vulnerable adults at risk.** 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). The hirer shall ensure that any activities for children under 8 years of age comply with any legislation current at the date of the hiring. Youth organisations using the Village Hall must have adequate adult supervision. Staffs must have a current enhanced level DBS for the appropriate group they are supporting.

**14. Fly Posting.** The Hirer and members of the community wishing to display posters are limited to the use of one poster on the authorised village hall community display board located in the lobby; and one poster in the bus shelter. The Hirer shall not conduct excessive or unauthorised fly posting other than the agreed and approved use of advertising stipulated above.

**15. Sale of Goods** the Hirer shall, if selling goods in the Village Hall, 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.

**16. End of Hire** the Hirer must follow the Instructions with regard to the End of Hire. Should these not be followed the Halton Parish Council shall be at liberty to make an additional charge.

- All doors and windows must be closed
- All lights must be turned off
- The room thermostat turned to 15 degrees

- **The hall, kitchen and toilets must be left clean and tidy**
  - **All rubbish, recycling and food waste should be disposed of in a black bin bag and put in the purple bin located outside the main entrance area.**
  - **Replace an empty /new bin bag with a fresh one ready for the next hall hirer**
- **Chairs and tables must be returned to storage positions.**
  - **Vacate the hall on time as often other hirers are waiting to enter**

**17. Noise** the Hirer shall ensure that their use of the Hall avoids inconvenience to adjoining residential properties.

**18. Stored Equipment** Halton Parish Council accepts no responsibility for any stored equipment or other property brought on to or left at the Village Hall, 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 fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed. Halton Parish Council may at its discretion, in respect of any equipment or property brought in to the Village Hall and not removed by the Hirer within 7 days after the hiring, dispose of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

**19. No Alterations** No alterations or additions may be made to the Village Hall, nor may any fixtures be installed, or placards, decorations or other articles be attached in any way to any part of the Village Hall

**20. No Rights** the Hiring Agreement constitutes permission only to use the Village Hall and confers no tenancy or other right of occupation on the Hirer.

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

- (i) not to use the Wi-Fi service for any of 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 Wi-Fi service;
  - (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 Wi-Fi service security procedure confidential and not to disclose it to any third party.

**22. 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 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 Wi-Fi service;

(iii) if, in our opinion, you are involved in fraudulent or unauthorised use of our Wi-Fi service;

(iv) if you resell access to our Wi-Fi service; or

(v) if you use our Wi-Fi service in contravention of the terms of these Standard Conditions.

**23. Availability of Wi-Fi Services** Although we aim to offer the best Wi-Fi service possible, we make no promise that the Wi-Fi service will meet your requirements.

(i) We cannot guarantee that our Wi-Fi service will be fault-free or accessible at all times.

(ii) It is your responsibility to ensure that any Wi-Fi enabled device used by you is compatible with our Wi-Fi service and is switched on. The availability and performance of our Wi-Fi service is subject to all memory, storage and any other limitations in your device. Our Wi-Fi service is only available to your device when it is within the operating range of the meeting room.

(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 Wi-Fi 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 Wi-Fi service. Network speed is no indication of the speed at which your Wi-Fi enabled device, or our Wi-Fi service sends or receives data. Actual network speed will vary based on configuration, compression, and network congestion.

#### **24. Privacy and Data Protection**

(i) We may collect and store personal data through your use of our Wi-Fi service.

(ii) We may process all information about you which is provided in relation to our Wi-Fi service in accordance with your legal rights under GDPR 2018 and solely for the purposes of offering the Wi-Fi service.

(iii) By using our Wi-Fi service, you agree to the terms of this clause 24. If you would like more information or object to anything in these conditions, please contact us.

#### **25. Booking Administration**

All bookings can be made via our online booking form found on Halton Parish Council website.

During any regular hire period the Village Hall may, subject to 2 months' notice to the Hirer, suspend the hire on an occasional basis in order to allow other organisations, who might otherwise be prohibited from using the Hall, to hire the Hall for a specific event. The Hirer must include time needed for preparation and clearing up in establishing the total period of hire required. The hirer is responsible for making sure that the Village Hall is not left unattended and/or unsecured at any time during, or at the end of the hire period. Hirers will not be allowed access to the Hall before the hire start unless with the approval of the Booking Clerk. Adequate time should be allowed at the end of events to ensure that the Village Hall is vacated at or before the end of the hire period, so as not to interfere with the needs of other users and to

observe the Public Entertainment Licence Conditions for hours of use. Any additional time outside the specified period required for preparation and/or clearing up shall only be permitted with the confirmation of the Bookings Clerk.

**26. Insurance and Indemnity** The Hirer shall be liable for:

1. The cost of repair of any damage (including accidental and malicious damage) done to any part of the Village Hall including the curtilage thereof or the contents of the Village Hall.

2. All claims, losses, damages and costs made against or incurred by the Halton Parish Council, their employees, volunteers, agents or invitees in respect of the damage or loss of property or 4 injuries to persons arising as a result of the use of the Village Hall (including the storage of equipment) by the Hirer and

3. All claims, losses, damages and costs made against or incurred by Halton Parish Council, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the Village Hall by the Hirer, and subject to sub-clause

b), the Hirer shall indemnify and keep indemnified accordingly each member of the Halton Parish Council and the Village Hall's volunteers, agents and invitees against such liabilities.

c) Halton Parish Council shall take out adequate insurance to ensure the liabilities described in sub-clauses

a) (i) above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses

(a) (ii) and (liii) above Halton Parish Council shall claim on its insurance for any liability of the Hirer here under, but the Hirer shall indemnify and keep indemnified the Halton Parish Council employees, volunteers, agents and invitees against

(a) any insurance excess incurred and

(b) the difference between the amount of the liability and the monies received under the insurance policy.

(c) Where Halton Parish Council does not insure the liabilities described in sub-clause

(a) (ii) and (iii) above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the Village Hall Booking Clerk. Failure to produce such policy and evidence of cover will render the hiring void and enable the Hall Booking Clerk to rehire the Village Hall to another hirer.

**27. Cancellation** should be made by email to the booking clerk:

[Bookingsclerk@halton-pc.go.uk](mailto:Bookingsclerk@halton-pc.go.uk)

a. **Regular bookings**

i. Cancellation within 48 hours of booking will be charged in full

ii. Cancellation more than 48 hours of the event will not be charged

**b. One off bookings**

- i. More than one month before the event – full refund
- ii. Within a month of the event – 50% refund
- iii. Within 1 week of the event – no refund

Halton Parish Council reserves the right to cancel this hiring in the event of the hall being required for use as a Polling Station for a Parliamentary or Local Government election or by-election, in which case the hirer shall be entitled to a refund of any fee already paid.