



Claygate Village Hall Association

Registered Charity No. 305007

Conditions of Hire

If you are in any doubt as to the meaning of any of the Conditions in this Agreement, you must seek clarification from us without delay.

Part A

1. Throughout this Agreement:

- **the Village Hall named on the Booking Form** and referred to as “we”; “our” is to be construed accordingly and “we” and “us” mean and include the Village Hall’s charity trustees, employees, volunteers, agents and invitees
- **the person or organisation named on the Booking Form** is referred to as “you”; and “your” is to be construed accordingly; “you” also includes the members of your management committee (if appropriate), your employees, volunteers, agents and invitees
- where you must seek our consent, tell us about something or give us something, you must speak to and seek consent from the Lettings Manager or, if the Lettings Manager is not available, another member of the Management Committee of Claygate Village Hall Association.

2. In consideration of the hire fee described on the Booking Form, we agree to permit you to use the premises described on the Booking Form for the purpose described on the Booking Form for the period(s) described on the Booking Form. The details of the Hire listed on the Booking Form are terms of this Agreement.

3. **For a booking made 3 months or more ahead of the requested date of hire**, a deposit of not less than 50% of the hire charge shall be payable at the time of booking, unless otherwise agreed with the Lettings Manager, the balance being payable upon the receipt of an invoice from the Association, which must be paid within the period indicated on the invoice. If a booking is made within 3 months of the date of hire, full payment will be requested. Late payment will attract interest at a rate of 5% per month or part thereof.

4. In the event of the Hirer cancelling the booking the following shall normally apply:

Cancel 1 week - 6 weeks prior: Full payment will be required.

Cancel 6 weeks - 20 weeks prior: 50% of full cost will be required.

Cancel 20 weeks or more prior: The Association will consider a full refund depending on the day and date being cancelled.

5. Regular weekly hirers are invoiced at the end of the month, the invoice being payable according to the period indicated on the invoice. Late payment will attract interest at a rate of 5% per month or part thereof. The Association requires 6 weeks’ notice for the termination of any regular booking.

For termly bookings this notice should be given 6 weeks before the end of the term in which the booking is to cease.

Please note clause B27 below.

Part B

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 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:

- (i) supervision of the premises, the fabric and the contents;
- (ii) care of the premises, safety from damage however slight or change of any sort; and
- (iii) 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.

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, including additional cleaning and replacement of keys.

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 without our written permission.

4. Insurance and indemnity

- (i) 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 (if any)
 - (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 (if any), 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 (if any), and subject to sub-clause (ii), you must indemnify us against such liabilities.
- (ii) We will take out adequate insurance to insure the liabilities described in sub-clauses (i)(a) and (b) above and may, in our discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (i)(c) and (d) above. We will claim on our insurance for any liability you incur but you must indemnify us against:
 - (a) any insurance excess incurred and
 - (b) the difference between the amount of the liability and the monies we receive under the insurance policy.
- (iii) Where we do not insure the liabilities described in sub-clauses (i)(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 Lettings Manager. 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 has a licence: with the Performing Right Society (PRS) for the performance of copyright music and from Phonographic Performance Licence (PPL). You must ensure that we hold relevant licences for your event under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, you must hold such licence(s).

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. 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.

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, particularly in connection with any event which constitutes regulated entertainment, (see note 1) at which alcohol is sold or provided or which is attended by children. You must also comply with our health and safety policy.

You must call the Fire Service to any outbreak of fire, however slight, and give details in accordance with our Fire Evacuation Procedure.

(i) You acknowledge that **you have received instruction** in the following matters:

- 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.
- Escape routes and the 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.

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

- That all fire exits 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 illuminated.
- 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. 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.

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. You must 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. 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 but are not provided with a thermometer.

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

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. You 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 us as soon as possible and complete the accident form found on our website or on the Foyer desk and return this to the Lettings Manager or another member of the Management Committee. You must report certain types of accident or injury on a special form to the Incident Contact Centre. Our Lettings Manager 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).

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.

20. Animals

You must ensure that Guide dogs, Hearing dogs and assistance dog owners are allowed on the premises.

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 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.

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' Recommended Retail Prices.

23. WiFi Services

When using the WiFi service you agree at all times to be bound by the following provisions:

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

24. Termination of the WiFi service

We have the right to suspend or terminate our Wifi service immediately in the event that there is any breach of any of the provisions of these 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 WiFi service;
- (iii) if, in our opinion, you are involved in fraudulent or unauthorised use of our WiFi service;
- (iv) if you resell access to our WiFi service; or
- (v) if you use our WiFi service in contravention of the terms of these Conditions

25. Availability of WiFi Services

- (i) 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.
- (ii) It is your responsibility to ensure that any WiFi enabled device used by you is compatible with our WiFi service and is switched on. The availability and performance of our WiFi service is subject to all memory, storage and any other limitations in your device. Our WiFi service is only available to your device when it is within the operating range of the Hall.
- (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 WiFi 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 WiFi service. Network speed is no indication of the speed at which your WiFi enabled device or our WiFi service sends or receives data. Actual network speed will vary based on configuration, compression and network congestion.

26. Privacy and Data Protection

- (i) We may collect and store personal data through your use of our WiFi service.
- (ii) 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.
- (iii) 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 the Lettings Manager.

When using the WiFi service, the Hirer agrees at all times 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
- (v) 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.

27. Cancellation

If you wish to cancel the booking before the date of the event payment will be required in accordance with clause A4 above. If we are able to conclude a replacement booking, we may, in our complete discretion, return the deposit or 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) 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;
- (iii) the premises becoming unfit for your intended use;
- (iv) 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.

28. 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, any contents temporarily removed from their usual positions properly replaced, crockery, cutlery and glassware washed and dried and put away in the cupboards, and chairs and tables put away in the designated storage areas, otherwise we may make an additional charge.

29. 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.

30. No rights

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

Part C

1. You will make no alterations to the existing light fittings, electrical apparatus or other electrical circuits, fittings or smoke detectors and will not attempt to adapt or interfere with the Public Address System.

2. You shall not permit any person to have access to the gallery other than such lighting or sound technician as may be required for the function for which the premises are hired.

3. You shall not allow the use on the stage or in any part of the premises of naked lights, fireworks, pyrotechnics or other materials liable to cause fire, or dry ice or smoke machines or any similar device.

4. We have a Premises Licence authorising regulated entertainment only. You hereby acknowledge that you have read a copy of the Premises Licence (displayed in the Foyer and available on our website) in accordance with which the hiring must be undertaken, and agree to apply with all obligations therein.

(i) You agree that if regulated entertainment, (see note 1) not covered by our Premises Licence, is to be held you must obtain our consent to give notice of a TEN to the licensing authority. We will advise if a TEN is not needed.

(ii) You agree to give us notice of your intention to provide alcohol at the event and to give notice of a TEN to the licensing authority.

If you fail to comply with (i) or (ii) above, we will cancel the hiring without compensation. This is because there is a limit on the number of TENs that can be granted annually for any premises. Lack of co-operation could affect future fundraising by us and by local voluntary organisations.

5. You shall observe the capacity limits of the area hired as determined by Elmbridge Borough Council.

(a) **Main Hall** – 210 for all seated events, with chairs joined by their linkage points

(b) **Small Hall** – 40 for all seated events.

(c) as advised by the Association for other seating arrangements.

6. You shall not carry out activities, such as football, likely to cause damage.

7. You will not use tape or other means to fix anything to any floors within the building. You will only use white tack to temporarily fix any decorations or notices to the walls in the building.

8. You must have adequate insurance for your activity and ensure any activity brought on to the premises (eg Bouncy Castles) has the necessary insurance.

9. You shall not use the Claygate Village Hall address for invoices and correspondence.

10. You shall not undertake activities in bare feet, unless using a mat or similar on the floor.

11. You shall only use the kitchen for re-heating food prepared elsewhere.

12. Persons hiring the Hall for a Jumble Sale or any other Sales, Fairs, Bazaars or other similar functions shall, before leaving the premises, ensure that all unsold items, packaging and waste are removed from the premises. No facilities are provided by the Hall for this purpose.

13. The Local Authority Licence for the Hall permits its use up to midnight only. All events must finish by midnight.

14. You will only allow access to the stage for those requiring it as part of your hire, and will comply with requirements relating to footwear and movement of items detailed in Part D.

15. The Association reserves to themselves and their accredited representatives the right of entry to all parts of the premises at all times

Part D. Use of the Stage and Surrounding Area

1. A stage booking form must be filled in and submitted to the Association via the Lettings Manager 4 weeks prior to your performance or use of the stage. The Form may be downloaded from our website. Failure to fill in and return a stage booking form may result in your booking being cancelled with no return of the hire fee or any compensation.
2. All scenery etc. used on the stage must not be dragged when being moved on or off the stage.
3. No metal tipped shoes or stiletto heels allowed on the stage. Tap shoes are allowed on the stage. Tap shoes must be checked to ensure there are no loose screws. Only clean footwear allowed on the stage and stones etc caught in the sole of shoes must be removed.
4. No tape to be used on the stage other than that which is compatible with the stage surface and supplied by the Association. The stage must be left clean and unmarked after use and all tape removed.
5. The black tabs are to be protected when painting scenery. If the settings for the curtains are moved, they should be returned after use.
6. A named person must be made responsible for health and safety compliance and emergency evacuation of the building.
7. The passage at the back of the stage must be kept clear. All fire exits must be kept clear. All flats should be stored behind the line.
8. Flats can be stored behind the stage, behind the line, during a production. The flats stored permanently there can be moved but must be returned during a de-rig.
9. The stage lights must be returned to the standard settings at the end of a production if changed.
10. If any additional overhead lighting is temporarily installed an experienced electrician is to be used to ensure safe installation and operation.
11. Any additional equipment brought into the building should be in good condition and safe for users of the Hall. All electrical equipment including lighting, must have passed a portable appliance test in the last two years.
12. All furnishings (e.g. stage properties, flats, curtain materials etc.) must be fire resistant.
13. Smoke detectors must not be tampered with or covered at any time.
14. No more than 210 persons can be seated for a stage performance with all chairs with links being linked together.
15. The dressing rooms, toilets and gallery form part of the stage area and must be left clean and tidy after use with any chairs and tables returned to designated areas.
16. If you are using the dressing room mirrors and lights you must place the tables in front of the lights before switching on. **The bulbs will get very hot**

Notes:

1. Regulated Entertainment is defined in law as the provision of entertainment that takes place in front of an audience and is provided to entertain that audience and includes plays, films, indoor sport, live music, and recorded music.