**PITTON VILLAGE HALL**

**Standard Conditions of Hire**

These standard conditions apply to all hirings of Pitton Village Hall (the Hall) and, where appropriate, the Marquee (see also Annex 2) and use of the broadband service (see also Annex 3). If the Hirer is in any doubt as to the meaning of any of the Conditions, the Booking Secretary should immediately be consulted.

**1. Terms**

1.1 The Hirer, who must be over 18 years of age, accepts responsibility for being in charge of, and being on, the premises at all times during, the hire period. The Hirer is also responsible for ensuring compliance with all conditions under this Agreement. The term ‘Hirer’ also applies to a person acting on the Hirer’s behalf or direction.

1.2 The hire charges and conditions are displayed on the notice board outside the hall and in the hall. The Wiltshire Council’s entertainment licence for the Hall is displayed on the notice board at the entrance.

1.3 The Hall includes the building, the adjoining car park and field.

**2. Supervision**

2.1 During the period of the hire, the Hirer is responsible for supervision of the premises, the fabric and the contents, as well as the behaviour of all persons using the premises who are participating in the activity for which the Hall has been hired.

2.2 Car parking arrangements are to be supervised so as to avoid obstruction of the highway.

2.3 At the discretion of the Hall Management Committee, the Hirer will make good or pay for all damage (including accidental damage) to the Hall, the fixtures, fittings and contents and for loss of contents (see also clause 7 below).

**3. Use of premises**

3.1 The Hirer is wholly responsible for the appropriate and legal conduct of the event or activity, the provisions of this Hire Agreement and any additional requirements as may apply in law.

3.2 The Hirer will comply with the entertainment licence, ending all music by midnight inside the Hall and by 11.00pm on the field. Both in the Hall and on the field music will end at 10.30pm on Sundays.

**4. Licensable activities and Sale of Alcohol**

4.1 The Hirer is to comply with the Hall licence which is displayed on the notice board in the entrance to the Hall.

4.2 Alcohol cannot be sold on the premises unless the Hirer has obtained permission (this is usually by obtaining a Temporary Event Notice - TEN). Note that the sale of alcohol takes place when alcohol is included as part of a ticket price, entry fee or through any other hidden charge. A TEN is not required if people take their own alcohol to an event held on the premises.

4.3 In the event of a hirer obtaining a TEN, the Bookings Secretary must be notified.

4.4 The Hall holds a Performing Society Rights Licence which permits the use of copyright music in any form, e.g. record, compact disc, tapes, radio, television or by performers in person. Hirers representing regular use leisure groups should satisfy themselves as to whether a separate licence is required for their activity, and if so, are responsible for licensing their activity.

4.5 If other licences are required in respect of any activity in the Hall the Hirer should ensure that they hold the relevant licence or it is held by the Hall.

**5. Public safety compliance**

5.1 The maximum numbers of people allowed at events are:

(1) with tables and chairs: 80 (plus 10 on the stage if required);

(2) with theatre-style seating (no tables): 100;

(3) with minimal furniture (guests standing): 120

5.2 The Hirer is to familiarise themselves with:

(1) the action to be taken in event of fire (see Annex 1 to these Standard Conditions of Hire);

(2) the location and use of fire equipment;

(3) escape routes and the need to keep them clear;

(4) method of operation of escape door fastenings;

(5) the need to close all fire doors at the time of a fire; and

(6) ensuring that the exit signs are illuminated. If they are not ‘ON’ then inform the Booking Secretary.

**6. Electrical appliance safety**

6.1 The Hirer will ensure that any electrical appliances brought by them to the premises and used there will be safe, in good working order, and used in a safe manner.

**7. Insurance and indemnity**

7.1The Hall Management Committee maintains building, contents and liability insurance to reasonably discharge its duties regarding its own responsibilities and activities. The certificate of insurance is on display on the notice board and Hirers may see a copy of the policy on request.

7.2 Hirers should be aware that the Hall’s insurance may not provide adequate or suitable cover for Hirers and their event or activity, to cover any property brought to the Hall and to discharge their own liability toward others involved in or affected by their event or activity.

**8. Accidents and dangerous occurrences**

8.1 The Hirer must report all accidents involving injury to the public to the Booking Secretary as soon as possible and complete the accident book which is in the folder on the notice board.

8.2 Any failure of equipment belonging to the Hall or brought in by the Hirer must also be reported as soon as possible.

8.3 Certain types of accident or injury must be reported on a special form to the local authority. The Booking Secretary will give assistance in completing this form.

**9. Explosives and flammable substances**

9.1 The Hirer is to ensure that highly flammable substances are not brought onto, or used in, any part of the premises. Additionally, no internal decorations of a combustible nature (e.g. polystyrene, cotton wool) will be erected without the consent of the Booking Secretary. Decorations are not to be put up near light fittings or heaters.

**10. Heating**

10.1 The Hirer is to ensure that heating appliances are not used on the premises without the consent of the Booking Secretary.

**11. Drunk and disorderly behaviour and supply of illegal drugs**

11.1 The Hirer will ensure that in order to avoid disturbing neighbours to the Hall and to avoid violent or criminal behaviour; care will be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour will not be permitted either on the premises or in its immediate vicinity.

11.2 Alcohol will not be served to any person suspected of being drunk or to any person suspected of being under the age of 18.

11.3 Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way will be asked to leave the premises.

11.3 Hirers are responsible for appropriate supervision of their event to ensure drugs and illegal substances are not brought on to the premises.

**12. Animals**

12.1 The Hirer will ensure that no animals, except guide dogs, are brought onto the premises, other than for a special event agreed to by the Booking Secretary.

**13. Young and Vulnerable People**

13.1 Clubs or organisations hiring the Hall where young people under 18 and/or vulnerable adults are present must conform with the Law. Hirers must ensur appropriate supervision , have an up-to-date Safeguarding Policy an supervisors must have a valid DBS certificate.

**14. Film shows**

14.1 Children are to be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate licence for showing a film.

**15. Dangerous and unsuitable performances**

15.1 Performances involving danger to the public or of a sexually explicit nature are prohibited.

**16. Cancellation**

16.1 If the Hirer wishes to cancel the booking before the date of the event and the Booking Secretary is unable to arrange a replacement booking any payment or repayment of the hire charge will be at the discretion of the Hall Management Committee following a report from the Booking Secretary.

16.2 The Hall Management Committee reserves the right to cancel a hiring by written notice to the Hirer in the event of:

16.2.1 the Hall being required for use as a Polling Station for a European, Parliamentary or Local Government election or by-election;

16.2.2 the Hall Management Committee reasonably considering that:

(i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements; or

(ii) unlawful or unsuitable activities will take place as a result of the hiring;

16.2.3 the Hall being unfit for the use intended by the Hirer;

16.2.4 the Hall being required as an emergency shelter in the event of flooding, snowstorm, fire for those at risk of these or similar disasters.

16.3 For cancellation arising from the conditions at paragraphs 16.2.1 to 16.2.4 above, the Hirer will be entitled to a refund of any deposit and, at the discretion of the Hall Management Committee, any other payments.

**17. End of hire**

17.1 The Hirer will be responsible for leaving the Hall and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise. Furniture and other equipment is to be returned to its storage area and left as it was found.

17.2 The Hirer is responsible for taking away from the Hall all waste material arising from the period of hire including, inter-alia, paper, bottles, food and such other items that may have resulted from the event.

**18. Stored equipment**

18.1 With the agreement of the Booking Secretary, Hirers can store equipment in the Hall but no responsibility can be accepted for any stored equipment or other property brought in to, or left at, the Hall.

**19. No rights**

These Standard Conditions of Hire constitute permission only to use the Hall and do not confer tenancy or other right of occupation on the Hirer.

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**Annex 1 to Standard Conditions of Hire – In the Event of Fire**

Hirers should familiarise themselves with the layout of the Hall and the positions of the fire alarms (red call points).

1. In the event of a fire occurring during the period of hire the Hirer:-

* 1. by use of the fire alarms in the hall as well as the alarms in the entrance and in the chair store by the stage, must see that the alarm is raised;
	2. is to ensure the Fire Brigade is called;
	3. must check that all occupants have left the building;
	4. provided there is no personal risk, make use of the portable fire extinguishers to attempt to extinguish the fire.

2. The evacuation assembly point is the Silver Plough car park opposite the Hall.

3. The Hirer is to report any fire incident, however minor, to the Booking Secretary.

**Annex 2 to the Standard Conditions of Hire – Marquee hire**

**1. Terms**

1.1 These terms should be read in conjunction with the Pitton Village Hall standard conditions of hire.

1.2 The Hirer, who must be over 18 years of age, accepts responsibility for being in charge of the Marquee.

1.3 The Marquee, where relevant, includes the tent roof, sides and ends, the poles, and the storm straps.

**2. Supervision**

2.1 During the period of the hire, the Hirer is responsible for supervision of the Marquee as well as the behaviour of all persons using the Marquee.

2.2 At the discretion of the Hall Management Committee, the Hirer will make good or pay for all damage (including accidental damage) to the Marquee.

**3. Public safety compliance**

3.1 The recommended maximum numbers of people allowed inside the Marquees are:

 5 m x 6m:

1. seated: 35 to 40
2. standing: 40

10m x 6m;

(1) seated: 65 to 75

(2) standing: 80

**4. Insurance and indemnity**

4.1 Hirers should be aware that the Hall’s insurance may not provide adequate or suitable cover for Hirers of the Marquee and their event or activity, to cover any property brought inside the Marquee and to discharge their own liability toward others involved in or affected by their event or activity.

**5. Accidents and dangerous occurrences**

5.1 The Hirer must report any failure of the Marquee equipment to the Booking Secretary as soon as possible.

**6. Explosives and flammable substances**

6.1 The Hirer is to ensure that highly flammable substances and fires are not brought into any part of the Marquee.

6.2 No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) will be erected within the Marquee without the consent of the Booking Secretary.

**7. Cancellation**

7.1 The Hall Management Committee reserves the right to cancel a hiring by written notice to the Hirer in the event of the Marquee being unfit for the use intended by the Hirer.

7.3 In the event of such cancellation, the Hirer will be entitled to a refund of any deposit and, at the discretion of the Hall Management Committee, any other payments.

**8. Start and end of hire**

8.1 The standard hire period is a maximum of three days. The Hirer may extend this period with the consent of the Booking Secretary.

8.2 The Hall Management Committee will be responsible for putting up and taking down the Marquee no more than two days before and two days after the event taking place.

8.3 At the discretion of the Hall Management Committee and with the agreement of the Hirer these tasks may be undertaken outside of these periods.

8.4 The Hall Management Committee will be given prior access to the location of the event to ensure that it is suitable for the Marquee.

**Annex 3 to Standard Conditions of Hire – Guest WiFi terms of use**

**1. Introduction**

1.1 Before connecting to and using the Guest WiFi, hirers should read these terms and conditions carefully.

1.2 Changes to these terms and conditions make be introduced from time to time, so it is recommend that they are checked regularly.

**2. Using the Guest WiFi**

2.1 The Guest WiFi is a free service available to use free of charge as long as the terms and conditions continue to be accepted.

2.2 Connection to the Guest WiFi can be gained by using a compatible phone or computer device with wireless LAN. It cannot be guaranteed that the Guest WiFi is compatible with all hardware types and devices or can achieve device connectivity.

2.3 Connection to the Guest WiFi does not require any personal information.

2.4 The Guest WiFi is intended for browsing the internet, downloading information and using apps.

2.5 The Hall Management Committee is not responsible for the content of websites visited while using the Guest WiFi. At the sole discretion of the Hall Management Committee access to certain features and websites may be restricted. Please contact the Booking Secretary if there are any concerns about this or any further information is required.

2.6 Uninterrupted access to the Guest WiFi is not guaranteed and the service may be suspended at any time, for any reason, at the sole discretion of the Hall Management Committee.

2.7 The Guest WiFi is not a secure network and the Hall Management Committee is not responsible for the security of the information and data which is transmitted using the Guest WiFi. Neither is responsibility taken for the accuracy of any information or data obtained from the internet using the Guest WiFi.

2.8 The Guest WiFi password can be obtained from the Booking Secretary.

**3. The Hall Management Committee’s liability to the Guest WiFi user**

3.1 Nothing in these Terms shall restrict or exclude the liability of the Hall Management Committee for death or personal injury arising from our negligence or our liability for fraud or fraudulent misrepresentation nor any other liability which cannot be excluded or limited under applicable law.

3.2 The Hall Management Committee shall not be liable to the Guest WiFi user in contract, tort (including negligence), breach of statutory duty or otherwise arising from:

3.2.1 loss of income or revenue;
3.2.2 loss of business;
3.2.3 loss of profits or contracts;
3.2.4 loss of anticipated savings;
3.2.5 loss of opportunity or goodwill;
3.2.6 loss of, damage to, or corruption of, data; or
3.2.7 indirect or consequential loss of any kind.

**4. Conditions affecting the user of the Guest WiFi**

4.1 The Guest WiFi user must not use it;

4.1.1 for any unlawful or illegal purpose;

4.1.2 for any commercial purposes;

4.1.3 in any way which causes the whole or part of the Guest WiFi to be interrupted, damaged, made less efficient, or impair the effectiveness or functionality of the Guest WiFi in any way;

4.1.4 for sending or posting any computer viruses or any other harmful code, or any material which is defamatory, offensive or obscene;

4.1.5 in a way which infringes the rights of any person (whether in breach of confidentiality or intellectual property rights or otherwise).

4.2 The Hall Management Committee reserves the right to terminate or restrict access to the Guest WiFi, without advance notice, if it is reasonably believed that there is misuse of the Guest WiFi or there is otherwise a breach of these terms and conditions.

**5. Indemnity**

5.1 The user of the Guest WiFi agrees to indemnify and hold the Management Committee and its subsidiaries, affiliates, officers, trustees, agents and employees harmless from and against all liabilities, claims, losses or damages (including legal fees) costs and other expenses, however caused, that may arise as a result of or in connection with inappropriate or unauthorised access to the Guest WiFi by the user and/or breach by the user of any of these terms and conditions.

**6. General**

6.1 If any part or provision of these terms and conditions is found to be unlawful or unenforceable (including any provision in which the Hall Management Committee excludes its liability to the user), the enforceability of any other party of these termsand conditions will not be affected.

6.2 These terms and conditions are governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales.

*Up-dated January 2024*