

Rayne Village Hall Terms and Standard Conditions of Hire

Last updated: 14th February 2024

PARTIES:

- 1) The Village Hall named in clause 2.1 acting by its management committee:
- 2) The person or organisation who is named as the hirer in the booking made online via our booking system, where this document is referred to:

AGREED as follows:

1. Throughout this Agreement:

- the Village Hall named in clause 2.1 is 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 in clause 2.2 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 Hall Bookings Office or, if the Hall Bookings Office is not available, any of our charity trustees.

2. In consideration of the hire fee described on our [hire fees web page](#), we agree to permit you to use the parts of the premises you have asked to hire for the purpose described and for the hiring period request when you make a hiring request via our online booking system and your booking fee is fully paid and the booking is approved by either the Bookings Officer or a member of our Management Committee. The booking process consists of several questions, which also form part of the hiring terms and conditions together with this document. This Agreement includes the annexed Standard Conditions of Hire and the Special Conditions of Hire (if any) set out in the attached Schedule.

2.1 Rayne Village Hall

a) Registered Charity No: 301382

b) Authorised Representative: Christy Bamford

Address: 11 Hance Lane, Rayne CM77 6TH

Telephone: 07847764753

Email: bookings@raynevillagehall.org.uk

2.2 Hirer:

These details are provided by you as part of our online booking process, accessible via [our website](#).

2.3 Hire Fee

Our hiring fees are detailed on our [hiring fees web page](https://raynevillagehall.org.uk/hire-rates/) (<https://raynevillagehall.org.uk/hire-rates/>).

On confirmation of booking by us the full amount for the hire will become due. This is payable via the online booking system by credit/debit card and details will be emailed to the hirer. The booking is not secured until full payment has been received by us and you have received written confirmation from us (usually via email).

Deposit: £150

The Deposit against loss, damage, breakage or extra cleaning is required, returnable after a hall inspection in accordance with 'Conditions of Hire' document attached. Usually paid by bank transfer or card payment, although we can accept cash when keys are collected. Return of cash must be arranged at a mutually agreeable time convenient to hirer and Bookings Officer or Management Committee. If the deposit is kept, an invoice of deductions from the £150 will be sent plus, if applicable, any outstanding balance.

We will refund the deposit within 28 days of the termination of the period of hire provided that no damage or loss has been caused to the premises and/or contents, nor complaints made to us about noise or other disturbance during the period of the hiring as a result of the hiring.

3. You agree not to exceed the maximum permitted number of people per room including the organisers/performers
 - Main hall: 120 people
 - Committee room: 15 people
4. The hall has a licence:
with the Performing Right Society (PRS) for the performance of copyright music
from Phonographic Performance Licence (PPL).
 - 4.1 We have a Premises Licence authorising entertainment and the sale of alcohol. You hereby acknowledge receipt of a copy of the conditions of the Premises Licence and/or Operating Schedule for the premises, in accordance with which the hiring must be undertaken, and agree to apply with all obligations therein. If we believe that a Temporary Event Notice (TEN) would be in our best interests for this hiring, we can require you to give notice of a TEN.
5. You agree with us to be present (by your authorised representative, if appropriate) during the hiring and to comply fully with this Agreement.
6. We and you hereby agree that the Standard Conditions of Hire (see below), together with any additional conditions imposed under the Premises Licence or that we deem necessary, form part of the terms of this Agreement unless we and you agree in writing.

7. None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.

Standard Conditions of Hire

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

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:

- (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.
- (iv) Adequate supervision of car parking, especially the avoidance of obstruction to the entrance onto the public highway or overflow car park.
- (v) **the cessation of music must be by 11.30pm - loss of deposit if after this time.**
- (vi) the hall being cleaned up and vacated by the end of the period of hire, as stipulated under period of hiring. Please ensure the hall is left tidy and as you found it.

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.

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 (see section 13) 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 and/or broadband 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/broadband 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/broadband service (if any), and subject to sub-clause 4(ii), you must indemnify us against such liabilities.
- (ii) We will take out adequate insurance to insure the liabilities described in sub-clauses 4(i)a) and 4(i)b) above and may, in our discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses 4(i)c) and 4(i)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 4(i)c) and 4(i)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

You must ensure that we hold relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, you must hold such licence(s) and provide us with a copy before hiring the hall.

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, 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 to our Hall Secretary.

(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. (Include diagram of location when handing over keys.)
- 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 unlocked and panic bolts 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.
- That emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

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 and you comply with the terms in section 13.
- (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. 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.

13. Sale and consumption of alcohol

- 13.1. All hirers must contact the Management Committee and state whether alcohol will be present in the hall during their hire. This is also a question that must be answered during the online booking process. Hirers must contact the Management Committee via the online [alcohol permission form](#).
- 13.2. If the hirer will have alcohol on the premises, they must state whether this will be given away free, bring your own or charged for, including ticketed events.
- 13.3. Rayne Village Hall does NOT allow any teenage or 21st parties at any time.
- 13.4. If a hirer wishes to sell tickets or have a paid bar then they must have a member at the event that holds a personal alcohol license. This person must be present for the duration of the event. The Management Committee will ask to see this person's license before allowing the event to happen.
- 13.5. Rayne Village Hall committee will actively promote the use of the local publican at the Welsh Princess, someone known to and trusted by the committee.
- 13.6. The Management Committee will hold a conversation with the said license holder to ensure they are genuine and understand the licensing law. The main points of the Licensing Act 2003 being:
 - the prevention of crime and disorder.
 - public safety.
 - the prevention of public nuisance.
 - the protection of children from harm.
- 13.7. During any event where alcohol is charged for, the licensee present will be fully responsible for ensuring no alcoholic drinks are sold to anyone under the age of 18, and will be expected to impose a challenge 25 policy. Valid ID should be requested from anyone who seems under 25. If in doubt, request ID and politely decline the sale of alcohol for anyone who does not comply.
- 13.8. The licensee will also be responsible for ensuring no one is purchasing alcohol to knowingly give to someone under the age of 18.
- 13.9. The licensee will also be responsible for ensuring no one is served further alcohol if they are drunk or appear to be drunk.

- 13.10. The licensee will also be responsible for ensuring no on duty police officers are served alcohol.
- 13.11. Any alcohol related incidents in the hall during the duration of the particular hire will be the responsibility of the hirer and the licensee.
- 13.12. If alcohol is bring-your-own, or free, then no licensee holder is needed. All alcohol related incidents will be the responsibility of the hirer.
- 13.13. Our comprehensive alcohol policy must be read and agree to by all hirers and is appended to this document and available on our website:
<https://raynevillagehall.org.uk/alcohol-policy/>

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, 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.

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:

- (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.

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 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

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 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:

- (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.

13 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.

You are responsible for ensuring that the Boiler/Central Heating controls are in no way interfered with. **Care should be taken when the radiators are hot.**

The heating system is controlled by WiFi. Should you require a change to the temperature please call/text 07847 764753 to arrange.

14 Animals

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

15 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.

16 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.

17 WiFi Broadband Services

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

- a. 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;
- 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.

18 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 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 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 Standard Conditions.

19 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 main 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.

20 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 contact:

admin@raynevillagehall.org.uk

(iv) Rayne Village Hall uses personal data for the purposes of managing the hall, its bookings and finances, running and marketing events at the hall, staff employment and its fundraising activities. Data may be retained for up to 7 years for accounts purposes and for longer where required by the hall's insurers. We are registered with the Information Commissioner's Office under reference Z940601X for the purpose of the Data Protection Act 2018. If you would like to find out more about how we use your personal data or want to see a copy of information about you that we hold, please contact the hall Secretary.

- (v) The hall is covered by CCTV for the purpose of

1. maintaining the security of the premises
2. deterring, detecting and preventing crime, vandalism and anti-social behaviour
3. providing a safe and secure environment for volunteers, staff, hirers, visitors and contractors
4. assisting Law Enforcement Agencies to carry out their lawful duties.

(vi) The hall has a CCTV policy which can be viewed on our CCTV Policy page, <https://raynevillagehall.org.uk/cctv-policy/>. Please familiarise yourself with this.

21 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, return the deposit or require payment of the 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.

22 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 must:

- (i) ensure the Kitchen has been cleaned and the floor swept.
- (ii) sweep the Hall floor and cleaning up any liquid spillages.
- (iii) sanitise table surfaces before putting back on the trolley in the correct way (all facing same way).
- (iv) leaving the toilets clean and tidy and if anyone has been sick it has been cleaned up.
- (v) clean the kitchen equipment to a reasonable standard if kitchen facilities have been used.
- (vi) leave the Car Park and surrounding including entrance way areas tidy.
empty all bins.
- (vii) secure the building at end of hire, ensure all windows and doors are locked.
- (viii) sanitise touch points, all kitchen surfaces, all toilet areas, remembering to wipe the door handles on way out too.
- (ix) ensure lights are turned off

23 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.

24 No rights

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

Appendix A

Alcohol Policy

The Licensing Act 2003 requires that there is a licence 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).

Temporary Event Notice:

- For most functions selling alcohol, an application for a 'Temporary Event Notice' (TEN) is required. Applications are made via Braintree District Council's website [Temporary Event Notice | Braintree District Council](#). 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 be used for in any 12 month period.
- The Management Committee must see a copy of the licence or a confirmation email prior to the event to be assured a licence is in place.
- 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:

Rayne 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 or via the [alcohol request page](#).
- Check that a member of the Committee will 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.
- Be aware that the licence comes at a cost to the hall. The trustees request a donation for most events if it is used. This is normally £10 for community or charity events.

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 premises by children

A Licensing Policy is set by Braintree District Council and enforced by the Licensing Officer, to ensure adherence to the Licensing Act 2003. 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 (where possible) and a copy or email confirmation 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.