



Filby Playing Field Committee

Standard Conditions of Hire



These standard conditions apply to all hiring of the premises of Filby's Playing Field Committee and a copy should be given to all Hirers. If the Hirer is in any doubt as to the meaning of the following, the Committee Secretary should immediately be consulted.

1. Age

The Hirer, not being a person under 18 years of age, hereby accepts 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

The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises, 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 premises, whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway. As directed by the Committee Secretary, the Hirer shall 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

The Hirer shall not use the premises (including the car park) for any purpose other than that described in the Hiring Agreement and shall 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 onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.

4. Insurance and indemnity

(a) The Hirer shall be liable for:

(i) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises

(ii) all claims, losses, damages and costs made against or incurred by the Playing Field Committee, their employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer, and

(iii) all claims, losses, damages and costs made against or incurred by the Playing Field Committee, 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 premises by the Hirer, and subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of the Playing Field Committee

and the Playing Field Committee employees, volunteers, agents and invitees against such liabilities.

(b) The Playing Field Committee shall take out adequate insurance to insure 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 (iii) above. The Playing Field Committee shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of the Playing Field Committee and the Playing Field Committee's 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 the Playing Field Committee does not insure the liabilities described in sub-clauses (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 Secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the Village Hall Secretary to rehire the premises to another Hirer.

The Village Hall is insured against any claims arising out of its **own** negligence.

5. Gaming, betting and lotteries

The Hirer shall 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 Hirer shall ensure that the Playing Field Committee holds relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, the hirer holds a licence.

7. Film

Children shall 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 copyright licences for film.

8. Childcare Act 2006

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable Groups Act 2006 and only fit and proper persons who have passed the appropriate Disclosure and Barring Service (DBS) checks should have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Hirer shall provide the Village Hall management committee with a copy of their DBS check and Child Protection Policy on request.

9. Public safety compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and the Hall's 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. The Hirer shall also comply with the Hall's health and safety policy.

The Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to the secretary of the management committee.

(a) The Hirer acknowledges that they 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.

(b) In advance of any activity whether regulated entertainment or not the Hirer shall check the following items:

- That all fire exits are unlocked and panic bolts 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 obvious fire hazards on the premises.
- That emergency lighting supply illuminating all exit signs and routes are turned on. They are on all of the time.

10. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, 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.

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. No illegal drugs may be brought onto the premises. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. 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 premises in accordance with the Licensing Act 2003.

12. 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 on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are provided with a refrigerator and thermometer.

13. Electrical appliance safety

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be 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 the Hirer must make use of it in the interests of public safety.

14. Stored equipment

The Playing Field Committee accepts 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 fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

The Village Hall may use its discretion in any of the following circumstances:

- (a) Failure by the Hirer either to pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended.
- (b) Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in the Village Hall management committee disposing 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

15. Store room.

The Village Hall equipment, including tables and chairs, is stored in the store room on the East wall of the main hall. It is important that easy and safe access to this facility be maintained at all times. To this end, advice on how to return equipment to the store is contained in the Committee's *Sample Information* document, provided to all users and accessible via the Hall's website <http://www.filbyvillagehall.org.uk/>. Failure to re-store equipment in an orderly fashion may lead to a charge being made upon the hirer.

16. Smoking

The Hirer shall, and shall ensure that the Hirer's invitees comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises. The Hirer shall 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. That disposal should be made into the receptacles provided and not into the flower beds or onto nearby hard surfaces.

The smoking of E-Cigarettes in the Committee's premises is also forbidden.

17. Accidents and dangerous occurrences

Any failure of equipment belonging to the Village Hall or brought in by the Hirer must also be reported **as soon as** possible. The Hirer must report all accidents involving injury to the public to a member of the Village Hall management committee **as soon as** possible and complete the relevant section in the Playing Field Committee's accident book. Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. The Playing Field Committee 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 1995 (RIDDOR).

18. Fireworks, Explosives and other flammable substances

The hirer shall ensure that:

- (a) Highly flammable substances, including candles, are not brought into, or used in any part of the premises and that
- (b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the management committee. No decorations are to be put up near light fittings or heaters.
- (c) No fireworks are to be discharged on the Playing Field or from, or in, the Village Hall or the Village Club Room.
- (d) No Chinese Lanterns, or similar, are to be loosed from the Playing Field or from, or in, the Village Hall or the Village Club Room.

19. Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the management committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

20. Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by the Playing Field Committee. No animals whatsoever are to enter the kitchen at any time.

21. Fly posting

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and shall indemnify and keep indemnified each member of the Playing Field Committee accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

22. Sale of goods

The Hirer shall, if selling goods on the premises, 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.

23. Cancellation by Hirer

If the Hirer wishes to cancel the booking before the date of the event, they should notify the Secretary. The non-refundable booking deposit may be used for another booking, provided that is for a date within 12 months of the original hire date. If the Playing Field Committee is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Playing Field Committee.

24. Cancellation by the Playing Field Committee

The Playing Field Committee reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- (a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election
- (b) the premises being required for use by the village...
 - during the In-Bloom group's Open Gardens Weekend (usually mid-July during Filby's Anglia in Bloom judging (usually mid-July), and Britain in Bloom judging (usually early August).
 - The village's August Bank Holiday Fete weekend.
 - The village's annual firework display (usually early November).
 - The village's annual children's Christmas Party (usually early December).
 - Other major village events.
- (c) the Playing Field 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 at the premises as a result of this hiring
- (c) the premises becoming unfit for the use intended by the Hirer
- (d) an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.

In any such case the Hirer shall be entitled to a refund of any monies already paid, but the Playing Field Committee shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

25. End of hire

The Committee undertakes to provide the Hirer with facilities that are clean, tidy and fit for the Hirer's intended use.

The Committee expects the Hirer to leave the facilities clean and tidy after each hire (and to return the furniture to the appropriate place).

In the event that this does not happen, the Hirer will be charged for the cost of cleaning. Such a payment will be deducted from any deposit paid by the Hirer. Non-payment of this charge may result in a suspension of the Hirer's use of the Committee's facilities.

Repetition of the failure to leave the premises clean (and undamaged) may result in the banning of the parties involved, at the discretion of the Committee.

Users of the Village Hall's Changing Rooms must endeavour not to bring mud and dirt into the changing rooms on their boots/shoes or other equipment. Accepting that this may be inevitable, under some circumstances, the Hirer is responsible for ensuring that all the Changing Rooms (Home, Away and Officials) are left clean for the next user.

26. No alterations

No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of the Playing Field Committee Secretary.

Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Playing Field Committee remain in the premises at the end of the hiring. It will become the property of the Village Hall unless removed by the Hirer who must make good to the satisfaction of the Village Hall any damage caused to the premises by such removal.

27. The Data Protection Act 1998 (DPA) and General Data Protection Regulations (GDPR)

Filby Playing Field Committee complies with The Data Protection Act 1998 (DPA) and General Data Protection Regulations (GDPR). Hirers are advised that any data collected by the Committee related to themselves or hire will not be passed on the third parties.

Specific permissions will be sought, from hirers, to enable the Committee's use of photographs and other data for publicity or other purposes.

Hirers, who make use of any data (emails, written records, photographs, etc.) relating to persons participating in their hire, should ensure that they, too, understand the requirements of these acts and are, themselves, compliant. See document 'Filby Playing Field Committee Data Protection Policy and Procedures'.

28. WiFi Services

Hi-speed WiFi is available in both the Village Hall and the Club Room. 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.

29. 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.

30. 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.

31. WiFi 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. Our WiFi service is owned and funded by Byfield Parish Council. If you would like more information or object to anything in these conditions, you should speak to the Byfield Parish Council.

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 of the following purposes:
 - (i) Disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;
 - (ii) Transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice;
 - (iii) Interfering with any other persons use or enjoyment of the WiFi service; and
 - (iv) Making, transmitting or storing electronic copies of material protected by copyright without permission of the owner
- (b) To keep any username, password, or any other information which forms part of the WiFi service security procedure confidential and not to disclose it to any third party.

32. No rights

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.