

# LYDIARD MILLICENT PARISH HALL

Hallmark Certification 1, 2 & 3  
Registered Charity Number 305542

By confirming your booking by email, letter or in person, or by clicking the T&Cs box when booking online, you acknowledge that you have read, understood and agree to all the conditions listed and you are entering into a contract that could be used in evidence should legal action become necessary.

## Terms & Conditions of Hire

These standard conditions apply to all hiring of Lydiard Millicent Parish Hall (hereafter LMPH). The Booking Contract requires the HIRER to confirm they have read these Hire Terms and Conditions. If the HIRER is in any doubt as to the meaning of the following, please contact the Booking Clerk immediately.

A copy of the health and safety policy and all relevant rules and procedures can be found in the bar area.

## Age

The HIRER, not being a person under 21 years of age, hereby accepts responsibility for being in charge, both off 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.

## Booking

Payment, including the Damage Indemnity Fee deposit (not applicable to regular hire sessions or classes), for the use of the LMPH must be made to the LMPH Treasurer within 14 days of accepting the request to secure your booking.

Variations to the Payment terms for regular bookings can be arranged by the Booking Clerk but must be confirmed before the Hire takes place.

The Parish Hall Management Committee (hereafter PHMC) reserve the right to refuse a booking and any appeals be made to the Trustees of LMPH via the Secretary.

The HIRER must liaise with the Booking Clerk for any specific requirements or last minute amendments to the times entered when booking.

### Notes regarding regular hire sessions or classes:

- Prices are reviewed in October to come into force the January the following year. Regular hirers will be notified of any changes by the end of November.
- The booking clerk will, at regular intervals, send the HIRER a booking schedule to request dates/times of your group/class to ensure there is a record of your requirements, alternatively these can be managed via the hall booking system accessed via the LMPH website.
- An invoice will be prepared by the Treasurer at the end of each month and payment is due immediately. Invoices must be paid by bank transfer.
- The bookings clerk is authorised to refuse subsequent bookings if accounts are not settled within one month. Variations to the payment terms can be arranged by the treasurer but must be confirmed before the hire takes place.

## Supervision

The HIRER shall, during the period of the hiring, be 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 including no parking on the school bus parking area during opening hours of the Lydiard Millicent Primary School.

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.

## 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.

### In particular the HIRER must comply with the following actions:

- The number of people at the function must not exceed the LMPH limits of 180 standing/closely seated or 80 with chairs and tables.
- All equipment used, including tables and chairs, to be packed away safely and in the correct place at the end of the hire period.
- All breakages must be reported to the Booking Clerk.
- Taps must be turned off in the kitchen and lavatories.
- The cooker and all other kitchen appliances, including kettles, dishwasher, microwave and any portable appliances must be turned off or disconnected where possible at the mains with the exception of the fridges and the urn. The kettles must be emptied of water.
- The fridges must be emptied of ALL food/drink unless prior arrangements have been made with the Booking Clerk, whence any such items must be labelled (or they may be removed and destroyed)
- All lights, except emergency and security lights must be switched off.
- Any internal doors and cupboards previously locked must be relocked.
- The hall, other rooms, toilets and the kitchen (if used) must be left clean and tidy. Waste bins must be emptied and placed in the outside bin and excess rubbish **removed from site. Failure to comply will result in a cleaning charge being deducted from the deposit.**
- All music MUST finish by 10:30pm (Sun-Fri) or 11:30pm (Sat). **Failure to comply will result in a loss of Damage Indemnity Fee deposit.**
- On leaving the building, all rooms including the lavatories must be checked to ensure windows are shut and locked and there is no one left in the building.
- The keys must be replaced in the Key safe. Please scramble the numbers on the key safe and ensure the front cover is raised.

## Insurance and indemnity.

### Insurance

LMPH is insured for legal liability for accidental injury to third parties or for damage to their property arising from use by the HIRER of the LMPH where the PHMC is deemed to be at fault and the use of the LMPH by the HIRER is for non-commercial purposes. The HIRER is specifically advised that this insurance does not cover accident to or loss of property of the HIRER or third parties resulting from causes not under the control of the PHMC. The PHMC is not liable for any damage to or any loss of any personal property or vehicles in the car park or personal injury while on the LMPH premises.

The HIRER should consider whether other insurance is necessary and in any case must ensure that any commercial organisation engaged by them (for example, a caterer) or any person or persons or organisations providing services or facilities or equipment to the HIRER has suitable public liability cover.

If the HIRER is a commercial enterprise or government body it is mandatory that the HIRER has both public and employee liability cover covering their activities as the HIRER.

In all of the conditions under the sub heading "Insurance" no verbal or written statement, action, lack of action or any apparent waiver by any of the PHMC members can override these conditions and requirements and the onus is on the HIRER to ensure compliance.

The HIRER shall indemnify the PHMC for the cost of repair of any damage done to any part of the LMPH and surrounding grounds or the contents of the buildings which may occur during the period of the hiring as a result of the hiring.

The HIRER shall, if selling goods in the LMPH, comply with the Fair Trading Laws and any code of practice used connection with such sales. The HIRER shall be responsible for any risks associated with their goods whilst in the LMPH.

## 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.

## Bouncy Castles

If you intend to hire a Bouncy Castle for the event you must ensure there is appropriate Public Liability insurance in place to cover any accidents. This can be covered by the insurance of the hirer of the bouncy castle if they remain on site with their equipment. If they do not intend to remain on site, please be aware that the hall will need to obtain additional insurance, therefore there will be an extra £10 to pay on the booking fee.

## **Safeguarding children, young people and vulnerable adults**

The Hirer must ensure that any activities for children, young people and other vulnerable adults are only provided by fit and proper persons in accordance with the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation.

## **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 The LMPH'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.

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 us details.

(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 LMPH.
- 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 unlocked.
- 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)

## **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.

When music is played or microphones are used, the volume of such should be controlled, especially when doors and windows are open, so as not to cause undue annoyance to the nearby residents (this applies particularly after 10:00pm).

All music MUST finish by 10:30pm (Sun-Fri) or 11:30pm (Sat) and failure to do this WILL result in loss of Damage Indemnity Fee deposit.

## **Sale of alcohol**

If the HIRER wishes to sell alcohol, it is a condition of hiring that Temporary Event Notice (TEN) is obtained in accordance with the Licensing Act 2003 and a copy must be provided to the Booking Clerk at least 1 week prior to the event.

## **Drunk and disorderly behaviour and supply of illegal drugs**

The HIRER shall ensure that in order to avoid disturbing neighbours to the LMPH 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 should be asked to leave the premises in accordance with the Licensing Act 2003.

## **Health and hygiene**

The HIRER 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.

Please bring your own towels, tea towels, dishcloths and washing-up consumables, and take them home with you for washing or disposal. Any towels, tea towels or dishcloths found to be left drying after a hire will be disposed of.

## **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.

Any damage caused to the LMPH as the result of electrical appliances brought into the LMPH shall be the responsibility of the HIRER. All trailing leads and extensions should be covered in a safety trunking, covered with a safety mat, or securely taped down.

### **Stored equipment**

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

- 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.
- 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 PHMC 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.

### **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 the cigarette disposal box situation near the LMPH front door, so as not to cause a fire.

### **Accidents and dangerous occurrences**

Any failure of equipment belonging to the LMPH or brought in by the HIRER must be reported as soon as possible. The HIRER must report all accidents involving injury to the public to a member of the PHMC as soon as possible and complete the relevant section in the LMPH's accident book. Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. The LMPH 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).

The first aid kits are located in the kitchen and the bar area. Please note that these kits do not contain drugs.

### **Explosives and flammable substances**

The HIRER shall ensure that:

- Highly flammable substances are not brought into, or used in any part of the premises and that;
- No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the PHMC. No decorations are to be put up near light fittings or heaters.
- No Fireworks or Smoke machines are allowed in the LMPH or the land surrounding it at any time.

### **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 PHMC. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

### **Animals**

The HIRER shall ensure that no animals (including birds) except assistance dogs, or similar, are brought into the premises, other than were agreed to by the PHMC. No animals whatsoever are to enter the kitchen at any time.

### **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 PHMC 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.

### **WiFi Services**

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

- 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; or
  - (iv) making, transmitting or storing electronic copies of material protected by copyright without permission of the owner;
- 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 outside your event.

### **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:

- if you use any equipment which is defective or illegal;
- if you cause any technical or other problems to our WiFi service;
- if, in our opinion, you are involved in fraudulent or unauthorised use of our WiFi service;
- if you resell access to our WiFi service; or
- if you use our WiFi service in contravention of the terms of these Standard Conditions.

### **Availability of WiFi Services**

- 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.
- 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.
- 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.

### **Privacy and Data Protection**

The PHMC are committed to protecting the rights and privacy of individuals.

We need to collect and use certain types of data such as names, addresses, emails and telephone numbers to manage the LMPH and booking. These are kept securely and destroyed when no longer applicable. We may also collect and store personal data through your use of our WiFi service and our Hallmaster Booking system.

We will no share or sell these details to third parties.

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 Act 2018 and solely for the purposes of offering the WiFi service. By using our WiFi service, you agree to the terms of this clause.

If you would like more information please ask to see a copy of our Data Protection Policy. If you object to anything in these conditions, you should speak to our Booking Clerk.

### **Setup/Clear-up time**

The hire period includes set up and clearing up at the end of the hire. Any additional time for setting up and clearing up is absolutely at the discretion of the PHMC and we reserve the right to make an additional charge for such a period, or to restrict the booking strictly to the stated time in the event of demand for bookings for other users.

### **Cancellation**

The LMPH reserves the right to cancel this hiring by written notice to the HIRER in the event of:

- the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election
- the PHMC 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

- the premises becoming unfit for the use intended by the HIRER
- 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 deposit already paid, but the LMPH shall not be liable to the HIRER for any resulting direct or indirect loss or damages whatsoever.

If the HIRER cancels the booking with less than 1 month to the event, it is at the discretion of the PHMC as to whether the booking fee is refunded.

Regular hirers should ensure that unused sessions are cancelled either by contacting the Booking Clerk or via the hall booking system. Failure to do this will result in the session being charged.

## End of Hire

The HIRER shall be 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 the LMPH shall be at liberty to make an additional charge which may be deducted from the deposit.

PLEASE CHECK THAT YOU HAVE:

- Confirmed that all external and internal doors and windows are properly closed and locked.
- Chairs are stacked by the stage and at the back of the hall. (DO NOT drag chairs across the floor as it caused damage to the floor)
- Tables are returned to the trolley and secure
- Switched off all electric equipment and kitchen appliances, except the refrigerator or the urn.
- Radiator controls are returned to \* (in the committee rooms the heaters are switched off).
- Switched off all the internal lights, including the main hall lights
- Cleaned and put away any crockery and cutlery you have used
- Carried out a final rinse of the dish washer, removed food debris and left the door open
- Left the kitchen clean and tidy, including the hob and oven
- Deposited any waste in the bins provided outside. Please take any bottles and food away with you.
- Left the LMPH, including the toilets, clean and tidy
- Reported any breakages or problems in the Incident File located in the kitchen. You will be responsible for reasonable costs of repair or replacement,
- Ensured the Main Entrance Door is positively locked after leaving the LMPH

The Damage Indemnity Fee deposit, agreed at the time of the booking, will normally be refunded within 14 days after the event. However, the Trustees of LMPH reserves the right and the HIRER accepts the condition of booking, that the Damage Indemnity Fee may be used to put right any damage inside or outside the LMPH during or as a result of the Hiring.

## Regular hirers/classes

Should the cleaner/PHMC or another hirer arrive and find the hall/rooms not emptied or cleaned from a previous activity (without prior knowledge) an additional surcharge may be made.

## No alterations

No alterations or additions may be made to the premises. No fixtures may 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 PHMC. Any alteration, fixture or fitting or attachment so approved shall, at the discretion of the LMPH, remain in the premises at the end of the hiring. It will become the property of the LMPH unless removed by the HIRER who must make good to the satisfaction of the PHMC any damage caused to the premises by such removal.

## No Rights

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

**These Standard Conditions of Hire form part of a Model Hiring Agreement provided for Village Halls by ACRE (Action with Communities in Rural England).**

## EMERGENCY PROCEDURE

As part of the Health and Safety Regulations under the Licensing Act 2003, it is a requirement of the PHMC for you, the HIRER of the LMPH, to read and bring to the attention of your Group

the following guidelines concerning an 'Emergency Procedure' i.e. Fire and to accept them as part of the terms and conditions above when making the booking.

Please arrange to have a mobile phone with your group. There is no landline phone in the LMPH. The address is Church Place, Lydiard Millicent, SN5 3LS.

LMPH has a Fire and Smoke Alarm Detection system installed. It will be necessary for the following action to be taken in the event of a fire/emergency etc:

1. **Always** have a list of people or the total number of people attending your booking/function.
2. Acquaint yourself with the Emergency Exits (3) and the Emergency Assembly Point – outside the LMPH, to the front of the car park.
3. Advise your people of the Emergency Exits and where to assemble.
4. In the event of an Emergency,
  - a. Break the glass of the call point to help evacuation of the building.
  - b. Close all windows and shut doors on leaving the building.
5. **Mobile phone**: you will need to use a mobile to call the emergency services
6. **Assembly area** - check the numbers are correct and report this fact to the Emergency Officer attending the incident.
7. **Contact** either Chair - Mike Sharp on 07747624289 or Vice-Chair - Alan Pflieger on 07765408664
8. **DO NOT** re-enter the building until advised it is safe to do so by the Officer in Charge.