

# WESTBURY VILLAGE HALL - October 2021

## Hire Agreement

Westbury Village Hall and its outside spaces (together the "Hall") is managed on behalf of the Westbury Parish Hall Trustees and Westbury Parish Council by Westbury Village Hall Association (WVHA). The various representatives of WVHA can be contacted at the following email addresses:

[chairman@westburyvillage.co.uk](mailto:chairman@westburyvillage.co.uk)  
[treasurer@westburyvillage.co.uk](mailto:treasurer@westburyvillage.co.uk)  
[regularbookings@westburyvillage.co.uk](mailto:regularbookings@westburyvillage.co.uk)  
[partybookings@westburyvillage.co.uk](mailto:partybookings@westburyvillage.co.uk)

**IT IS AGREED** as follows:-

Throughout this Agreement:

- Where the WVHA, named in this document is referred to as 'we' or 'our' it is to be construed accordingly and 'we' and 'us' mean and include the Hall's charity trustees, employees, volunteers, agents and invitees.
- Where the person or organisation hiring the Hall, the hirer, is referred to as 'you'; and 'your' it is to be construed accordingly and '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 contact and seek consent from the appropriate Bookings Secretary in advance of your hire. If that person is not available, you must seek consent from the Chairman of WVHA or one of the Parish Hall Charity Trustees.

In consideration of the agreed date, time and hire fee as:

- 1) determined by our online internet-based booking system;
- 2) verified by the relevant Bookings Secretary; and
- 3) paid for in full in advance,

we agree to permit you to use the Hall providing the event does not fall outside

- (i) the terms and permissions of our Premises Licence; or
- (ii) any restrictions or controls imposed by this Agreement.

### **Hire and Use of the Hall**

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

#### **1. Age**

You, not being a person under 25 years of age, hereby accept responsibility for being in charge of and at the Hall at all times when the public are present and for ensuring that all conditions in this Agreement relating to management and supervision of the Hall are met. Permission is granted to use the Hall only for the purposes described in the Premises Licence which is available to view at the Hall.

#### **2. Supervision**

During the period of the hiring, you are responsible for:

- (i) supervision of the Hall, the fabric and its contents;
- (ii) care of the Hall including safety from damage howsoever caused; and
- (iii) the behaviour of all persons using the Hall whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway.

As directed by us, you must make good or pay for all damage (including accidental damage) to any part of the Hall or to the fixtures, fittings or contents and for loss of contents.

### 3. HIRE FEES

Details of the hire fee for the Hall can be found on our online, internet-based booking system (which can be accessed at [www.westburyvillage.co.uk](http://www.westburyvillage.co.uk)) by completing a booking enquiry for the date, time and duration you require. On receipt of a booking enquiry, a member of the WVHA team will be in contact with you to discuss your proposed event and to confirm availability of the Hall and Hall Bar (where required).

You must not use the Hall (including the car park) for any purpose other than that described in the Premises Licence and must not sub-hire or use the Hall or allow the Hall to be used for any unlawful or unsuitable purpose or in any unlawful way nor do anything or bring into the Hall anything which might endanger the Hall or render invalid any insurance policies covering the Hall. Alcohol may only be consumed when purchased from the Hall Bar or where it has been delivered to the Hall in advance of your hire so that an appropriate corkage fee can be calculated (see clause 12).

Any booking to use the Hall does not automatically include use of the kitchenette. Use of the kitchenette must be arranged and agreed with the Bookings Secretary in advance to ensure the kitchenette is available. Specific requirements regarding cleaning the kitchenette at the end of the hire will be explained to you by the Bookings Secretary.

SIZE OF PARTY – 80 Seated 120 Standing Buffet.

WESTBURY VILLAGE HALL LICENCED PERIODS							
	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
LICENSED ACTIVITIES	8.00 TO 23.00	8.00 TO 24.00	8.00 TO 24.00				
PREMISES OPENING HOURS	Y	Y	Y	Y	Y	Y	Y
PLAYS	Y	Y	Y	Y	Y	Y	Y
DANCE	Y	Y	Y	Y	Y	Y	Y
FILMS	Y	Y	Y	Y	Y	Y	Y
ALCOHOL SALES	Y	Y	Y	Y	Y	Y	Y

#### UN-LICENCED ACTIVITIES

	LICENCED PERIOD + ANY EXTENSION
LIVE MUSIC	NO LICENCE REQUIRED FOR THIS PERIOD
RECORDED MUSIC	
PROVISION OF HOT FOOD	LICENCE ONLY REQUIRED AFTER 23.00

### 4. Insurance and indemnity

#### 4.1 You are liable for:

- (a) costs arising from accidental or malicious loss or damage and for loss or damage arising out of your negligence to any part of the Hall including its curtilage or its contents;
- (b) costs arising from accidental or malicious loss or damage and for loss or damage arising out of your negligence to our WiFi service (if any);
- (c) all claims, losses, damages and costs made against or incurred by us, our employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of

your use of the Hall (including the storage of equipment) and your use of our WiFi service (if any), and any specific expenses incurred by us in supporting your party or event; 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 Hall and/or the use of our WiFi service (if any), and subject to clause 4.2 below), you must indemnify us against such liabilities.

**4.2** We will take out adequate insurance to insure the liabilities described in sub-clauses 4.1(a) and (b) above and may, in our discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses 4.1 (c) and (d) above. We will claim on our insurance for any liability you incur but you must indemnify us against:

(a) any insurance excess incurred; and

(b) the difference between the amount of the liability and the monies we receive under the relevant insurance policy.

**4.3** Where we do not insure the liabilities described in sub-clauses 4.1 (c) and (d) above, you must take out adequate insurance to insure such liability and, on demand, must produce the policy and current receipt or other evidence of cover to our Bookings Secretary. If you fail to produce such a policy and evidence of cover, we will have the right to cancel this Agreement and re-hire the Hall to another hirer.

We are insured against any claims arising out of our own negligence.

#### **COVID-19 Disclaimer**

**WVHA has implemented various preventive measures aimed to reduce the risk of the spread of COVID-19 among those people working at the Hall, attending the Hall as hirers, course attendees or guests attending functions at the Hall. We have enhanced our cleaning procedures in the Hall, giving special attention to surface cleaning and the disinfection of frequently touched surfaces such as tables, bar tops, counters, taps, light switches, payment terminals, door plates and doorknobs. However, we do not guarantee or warrant against the risk of infection and WVHA cannot therefore be held responsible in this regard.**

#### **5. Gaming, betting and lotteries**

You must ensure that nothing is done on or in relation to the Hall 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 (for example if we do not hold such licenses), then you must hold such licence(s).

#### **7. Music**

You must have our written permission for performance of live music and the playing of recorded music under the Deregulation Act 2015. This Agreement confers that permission.

#### **8. Film**

You must restrict children from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. You must ensure that you have the appropriate copyright licences for film. This Agreement confers the required permission on you. (The Deregulation Act 2015 requires you to have our written permission to show a film).

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

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). You must take all reasonable steps to prevent harm, and to respond appropriately when harm does occur. Relevant concerns must be reported to WHVA.

**BOUNCY CASTLES** may only be deployed on the grass outside of the Hall by prior arrangement and agreement of the Bookings Secretary. The hirer and their guests are responsible for arranging all necessary insurance(s). WVHA does not accept any liability for accidents, injuries or damage howsoever caused resulting from the use of a bouncy castle. We reserve the right to terminate this Agreement if this provision is breached.

**HELIUM BALLOONS.** Please do not use or bring helium balloons into the Hall. They present a serious risk of becoming detached and damaging the ceiling fans.

#### **10. Public safety compliance**

You must comply with all conditions and regulations made in respect of the Hall by the Local Authority and Licensing Authority along with our fire risk assessment, health and safety policy and any other safety document, 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 (a copy of which is available on request).

You must call the Fire Service to any outbreak of fire, however slight, and immediately notify the Bookings Secretary of the same.

**A poster is on permanent display inside the Hall containing the following details and, by agreeing to this Agreement, you acknowledge that you have received sufficient instruction in respect of the following matters:**

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the Hall;
- The location and use of fire equipment;
- Escape routes and the need to keep them clear;
- Method of operation of escape door fastenings;
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire; and
- Location of the first aid box.

In advance of any activity (whether regulated entertainment or not) you must check that:

- all fire exits are unlocked and panic bolts are in good working order;
- all escape routes are free of obstruction and can be safely used for instant free public exit;
- any fire doors are not wedged open;
- exit signs are illuminated;
- there are no fire-hazards in the Hall;
- the emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the Hall is 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 from the Hall, 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 Hall and comply with any other licensing conditions for the Hall.

#### **12. CONSUMPTION OF ALCOHOL**

Only alcohol which has been purchased from the Hall Bar may be consumed at the Hall. Express permission must be obtained from the WVHA in advance of your hire should you wish to provide or consume alcohol that has not been purchased from the Hall Bar (wine or prosecco only). WVHA reserves the right to charge an appropriate corkage fee to compensate it for the loss of revenue should hirers choose to supply their own alcohol. Any alcohol supplied by hirers must be delivered to the Hall prior to the event so that the appropriate corkage fee can be calculated in advance. Corkage fees must be paid to WHVA at or before the time of the event.

**The Hall Bar will not be available at birthday parties or social events for teenagers and the hirer is not permitted to supply their own alcohol at such events.**

**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
- (ii) no illegal drugs are brought into the Hall.

Drunk and disorderly behaviour is not permitted either at the Hall 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 Hall in accordance with the Licensing Act 2003.

**13. Food, health and hygiene**

You must, if preparing, serving or selling food, observe all current, relevant food health and hygiene legislation and regulations. In particular, dairy products, vegetables and meat brought into the Hall must be refrigerated and stored, prepared and served in accordance with current Food Hygiene Legislation.

**14. Electrical appliance safety**

You must ensure that any electrical appliances or equipment brought by you into the Hall and used there are safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided you must make use of it in the interests of public safety.

**15. Stored equipment**

We accept no responsibility for any stored equipment or other property brought into or left at the Hall, and all liability for loss or damage is hereby excluded. All equipment and other property must be removed at the end of each hiring or we may charge fees each day or part of a day at the hire fee per hiring until the same is removed.

We may, at our discretion, dispose of any items referred to above, 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 into the Hall for the purposes of the hiring.

**16. Smoking**

You must comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. We will ask any person who breaches this provision to leave the Hall. You must ensure that anyone wishing to smoke does so outside of the Hall and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire or alienate other users of the Hall. Cigarette bins are provided.

**17. Accidents and dangerous occurrences**

You must report to us as soon as possible any failure of our equipment or equipment brought in by you. You must report all accidents involving injury to the public to us as soon as possible. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

**18. Explosives and flammable substances**

You must ensure that:

- (i) highly flammable substances are not brought into, or used in any part of the Hall;

- (ii) no internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are erected without our consent; and
- (iii) no fireworks are set off in the vicinity of the Hall

### **19. Heating**

You must ensure that no unauthorised heating appliances are used at the Hall . You must not use portable liquefied propane gas (LPG) heating appliances.

**NB. The Hall is heated by under floor heating which is designed to maintain constant background heat for the whole building. If doors are left open and the building is allowed to become cold, the ambient temperature inside the Hall will not recover for many hours.**

### **20. Animals**

You must ensure that only Guide dogs, Hearing dogs for the deaf and assistance dogs (with their owners) are allowed in the Hall. For the avoidance of doubt, dogs are permitted to be in the playing field around the Hall.

### **21. Fly posting**

You must not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the Hall and must indemnify and keep us indemnified accordingly against all actions, claims and proceedings arising from any breach of this Condition. If you fail to observe this Condition you may be prosecuted by the Local Authority.

### **22. Sale of goods**

You must, if selling goods in the Hall, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, you must ensure that the total prices of all goods and services are prominently displayed, as must be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

### **23. Hall WiFi Services**

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

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

### **24. Termination of the Hall's 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 this Agreement including without limitation if:

- (i) you use any equipment which is defective or illegal;
- (ii) you cause any technical or other problems to our WiFi service;
- (iii) in our opinion, you are involved in fraudulent or unauthorised use of our WiFi service;
- (iv) you resell access to our WiFi service; or
- (v) you use our WiFi service in contravention of the terms of this Agreement.

### **25. Availability of Hall WiFi Services**

(i) Although we aim to offer the best WiFi service possible, we make no promise that the Hall 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.

(iii) We are not responsible for data, messages, or pages that you may lose or that become misdirected because of the interruptions or performance issues with our WiFi service or wireless communications networks generally. We may impose usage, or service limits, suspend service, or block certain kinds of usage in our sole discretion, to protect other users of our WiFi service. Network speed is no indication of the speed at which your WiFi enabled device or our WiFi service sends or receives data. Actual network speed will vary based on configuration, compression and network congestion.

## **26. Privacy and Data Protection**

(i) We may collect and store personal data through your use of our WiFi service.

(ii) We may process all information about you which is provided in relation to our WiFi service in accordance with your legal rights under the Data Protection 2018 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.

When using the WiFi service the Hirer agrees at all times to be bound by the following provisions:

(a) not to use the WiFi service for any for the following purposes:

(i) Disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;

(ii) transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice;

(iii) interfering with any other persons use or enjoyment of the WiFi service; or

(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.

## **27. Cancellation**

If you wish to cancel your booking before the date of your event, please go to our internet based online booking system and also inform the Bookings Secretary by email. The option to cancel your booking will be determined by the controls contained within the online booking system, together with any refund that may be due to you. Please note that there will be a cancellation charge of 3% of the total booking fee applied to all bookings over £35.00.

We reserve the right to cancel your booking by giving you written notice, usually by email, in the event of:

(i) the Hall 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 may lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (b) unlawful, undesirable or unsuitable activities may take place at the Hall as a result of this hiring (c) restrictions imposed by local or national government.

(iii) the Hall becoming unfit for your intended use;

(iv) an emergency requiring use of the Hall as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters;

(v) your hire not being verified by the Bookings Secretary in advance of your hire;

(vi) your hire fee not being paid in full in advance of your hire; or

(vii) you being in breach of the terms of this Agreement.

In any such case you will be entitled to a refund of any booking fees already paid, but we will not be liable to you for any resulting direct or indirect loss or damages howsoever arising, even if arising due to our negligence.

**28. End of hire**

You are responsible for leaving the Hall and surrounding area in a clean and tidy condition. All electrical equipment and lighting must be switched off and the Hall properly locked and secured unless directed or agreed otherwise by the Bookings Secretary (automatic lighting in corridors, toilets and outside will re-set when everyone has left the Hall.) Any contents temporarily removed from their usual positions must be properly replaced, otherwise we may make a charge retrospectively for such replacement.

**29. No alterations**

You must not make any alterations or additions to the Hall nor install or attach any fixtures or placards, decorations or other articles in any way to any part of the Hall without our prior written approval. In our discretion, any alteration, fixture or fitting or attachment which we have approved may remain in the Hall 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 Hall by such removal. 'Blue-tac' must not be used as it stains emulsion painted surfaces.

**30. No rights**

This Agreement constitutes permission only to use the Hall for the period of your hire and confers no tenancy or other right of occupation on you.