**Standard Conditions of Hire of the Aber- porth Village Hall & Recreation Ground Registered Charity Facilities**

These standard conditions apply to all hiring of the Village Hall (s) and a copy should be given to all Hirers. If you are in any doubt as to the meaning of the Conditions, you must seek clarification from us without delay.

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 the Standard Conditions, under this Agreement, relating to management and supervision of the premises are met.

1. **Supervision**

The Hirer shall, during the period of the hiring, be responsible for:

1. supervision of the premises, fire evacuation, the fabric and the contents;
2. care of the premises, safety from damage however slight or change of any sort;
3. 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 highways/entrances/exits.
4. On leaving the premises, ensuring that the hired area is left in the same condition as found.

As directed by the Management Committee, 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.

1. **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 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 without our written permission.

1. **Insurance and Indemnity**

 The Hirer shall be liable for:

1. 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 (area around the buildings) or its contents
2. Costs arising from accidental and malicious loss or damage and for loss or damage arising out of your negligence done to our WIFI service
3. 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 service, and
4. 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 service, and subject to sub-clause (ii), you must indemnify us against such liabilities.

 AVH&RG Registered Charity is insured against any claims arising out of its **own** negligence.

1. **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.

1. **Music Copyright licensing**

The Hirer shall ensure that the Village Hall holds relevant licences under the Performing Right Society (PRS) and the Photographic Performance License (PPL) or, where appropriate, the Hirer holds a license.

1. **Music**

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

1. **Film**

Children shall be restricted from viewing age-related 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.

(Compiled AO/Jan24 Example taken from ACRE For 2yrly review) 1.

This Agreement confers the required permission on you. (The De-regulation Act 2015 requires you to have our written permission to show a film).

1. **Safeguarding children, young people and adults at risk**

You must ensure that any activities for children, young people and other adults at risk are only provided by fit and proper persons in accordance with the Childcare 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.

Copies seen by AVH&RG Trustee/Community Co-ordinator, when necessary, Y / N

Signed …………………………………… Date …………………………

1. **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 & Safety Policy.

You must call the Fire Service to any outbreak of fire, however slight, and give details to the AVH&RG Secretary.

1. 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.
* 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.
1. In advance of any activity whether regulated entertainment or not the Hirer shall check the following items:
* That all fire exists 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 during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching devise).
* That all attendees are familiar with the location of fire exits and the procedure for evacuation & assembly points.

**Inflatables** e.g., Bouncy Castles

The hirer agrees:

* that AVH&RG & its Trustees, Staff & Volunteers accept no responsibility for any loss, damage or injury to either the persons or items arising from the use of the inflatable equipment in use on AVH&RG Registered Charity’s properties
* to demonstrate to AVH&RG Trustees &/or Community Co-ordinator that they have carried out a risk assessment of the entire venue before and after the entertainment arrives describing the risks to users and members of the public and how they propose to mitigate these risks
* to provide two (2) competent adult supervisors to monitor activity and to prevent risk while the inflatable equipment is on AVH&RG property
* to demonstrate their signed compliance with the inflatable equipment, hire company’s terms of use
* to show evidence of their Public Liability Insurance arising out of the use of the inflatable equipment for at least £10 million and include AVH&RG as an additional insured under that policy, before the commencement of the hire.
1. **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. 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.

(Compiled AO/Jan24 Example taken from ACRE For 2yrly review) 2.

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

The Hirer shall ensure that in order to avoid disturbing neighbours to the facilities and avoid violent or criminal behaviour;

1. Care shall be taken to avoid excessive consumption of alcohol.
2. 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

1. **Food, 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 and thermometer.

1. **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. Electrical equipment needs to be checked by a Trustee or Community Co-ordinator before use.

1. **Stored equipment**

AVH&RG Trustees 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 the day at the hire fee per hiring until the same is removed.

AVH&RG Trustees may use their discretion in any of the following circumstances:

1. 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.
2. 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 AVH&RG Trustees disposing of any such items by sale or otherwise on such terms and conditions as they think fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

1. **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, vapes, matches etc., in a tidy and responsible manner, so as not to cause a fire.

 **17.** **Accidents and dangerous occurrences**

Any failure of equipment belonging to the AVH&RG 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 an AVH&RG Trustee **as soon as** possible and complete the relevant section in the Aberporth Village Hall’s Accident Book. (Certain types of accident or injury must be reported on a special form to the Incident Contact Centre). This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995, RIDDOR). Incident Forms will be found with the Community Co-ordinator.

 **18. Explosives and flammable substances**

 The Hirer shall ensure that:

1. Highly flammable substances are not brought into, or used in any part of the premises and that
2. No internal decorations of a combustible nature (e.g., polystyrene, cotton wool) are erected without the consent of the AVH&RG Trustees. No decorations are to be put up near light fittings or heaters.

 **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 AVH&RG Trustees. Portable Liquefied Propane Gas (LPG) heating appliances shall

 not be used.

(Compiled AO/Jan24 Example taken from ACRE For 2yrly review) 3.

 **20. Animals**

The Hirer shall ensure that no animals (including birds) except Guide dogs, Hearing dogs and Assistance dogs are brought into the premises, other than for a special event agreed to by the AVH&RG Trustees. No animals whatsoever are to enter the kitchen at any time.

1. **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 must indemnify and keep indemnified each member of the AVH&RG Trustees 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.

1. **Sale of goods**

The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any Code of Practise 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 must be the organiser’s name and address and that any discounts offered are based on Manufacturer’s Recommended Retail Prices.

1. **WIFI Services**

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

1. Not use the WIFI service for any of the following purposes:
2. Disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;
3. 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;
4. Interfering with any other persons use or equipment of the WIFI service; or
5. Making, transmitting or storing electronic copies of material protected by copyright without permission of the owner;
6. 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.
7. **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:

1. If you use any equipment which is defective or illegal;
2. If you cause any technical or other problems to our WIFI service;
3. If, in our opinion, you are involved in fraudulent or unauthorised use of our WIFI service;
4. If you resell access to our WIFI service; or
5. If you use our WIFI service in contravention of the terms of these Standard Conditions.
6. **Availability of WIFI Services**
7. 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.
8. 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.
9. 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.
10. **Privacy and Data Protection**
11. We may collect and store personal data through your use of our WIFI service.
12. 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.
13. By using our WIFI service, you agree to the terms of this clause 26. Our WIFI service is owned and funded by AVH&RG registered charity. If you would like more information or object to anything in these

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1. conditions, you should speak to the Committee of Trustees.

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

1. Not to use the WIFI service for any of the following purposes:
2. Disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;
3. 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;
4. Interfering with any other persons use or equipment of the WIFI service; and
5. Making, transmitting or storing electronic copies of material protected by copyright without permission of the owner
6. To keep any username, password, or any other information which forms part of the WIFI service security procedure confidential and not disclose it to any third party.
7. **Cancellation**

If the Hirer wishes to cancel the booking before the date of the event and the AVH&RG is unable to conclude a replacement booking, the question of payment or the repayment of the fee shall be at the discretion of the AVH&RG Trustees.

The AVH&RG Trustees reserve the right to cancel this hiring by written notice to the Hirer in the event of:

1. The premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;
2. The AVH&RG Trustees 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;
3. The premises becoming unfit for the use intended by the Hirer;
4. 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 AVH&RG Trustees shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

1. **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 AVH&RG Trustees shall be at liberty to make an additional charge.

Separate bins for clean recyclable and non-recyclable waste are located near the back entrance of the Village Hall/Canolfan Dyffryn – please ensure that all rubbish is removed from the hall (s) and disposed of in the correct bins at the end of the hiring or taken home.

No Single Use Plastic or non-biodegradable items to be used on the premises.

1. **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.

1. **No rights**

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

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5.