



Shardlow Village Hall

Terms & Conditions of Hire

Updated: August 2024

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1. Definitions

- 1.1. The person or organisation making the booking online will be considered the Hirer. Where an organisation is named in the application, the organisation will be considered the Hirer and shall be jointly and severally liable with the person who makes the booking. The hirer is referred to as “you”; and “your”, and is to be construed accordingly; “you” also includes the members of your management committee (if appropriate), your employees, volunteers, agents and invitees.
- 1.2. Shardlow Village Hall is referred to as “we”; “our” is to be construed accordingly and “we” and “us” mean and include the Village Hall’s charity trustees, employees, volunteers, agents, and invitees.
- 1.3. Commercial hire refers to individuals, businesses, or organisations, including clubs and associations, that charge a fee, subscription, or other forms of payment for participation or services, or use the premises for profit-making or revenue-generating activities.
- 1.4. Non-commercial hire refers to individuals or groups using the premises for non-profit or community-based activities, including private events, that do not charge a fee or subscription for participation and do not use the premises for profit-making or revenue-generating activities.

2. Bookings

- 2.1. By making a booking you hereby agree to the conditions of hire together with any additional conditions imposed under the Premises Licence unless we and you agree in writing.
- 2.2. All booking applications must be made using the online booking system (hallbookingonline.com/shardlow), or via written agreement with us. All submitted online bookings are provisional until you receive an email to state that your booking has been confirmed.
- 2.3. All hires will be invoiced at the hourly rate specified on the “Hire Charges” document unless otherwise agreed. We reserve the right to review and amend the hiring charges at any time.
- 2.4. When you make a booking, you agree to pay the cost of the hire in full. If the invoice is not paid by the due date, we reserve the right to cancel any bookings.
- 2.5. You must ensure you have booked enough time to set up at the beginning and clear up after your booking. If you expect to have difficulty getting the hall cleared before closing, it is recommended you also book the following morning to clear up.
- 2.6. All bookings times should total full hours.
- 2.7. We reserve the right to enter the hall at any time during your booking.

3. Responsibilities

- 3.1. You, not being a person under 18 years of age, hereby accept responsibility for being in charge of and for ensuring that all conditions relating to management and supervision of the premises are met.
- 3.2. During the period of the hiring, you are responsible for:
 - 3.2.1. Supervision of the premises, the fabric and the contents;
 - 3.2.2. Care of the premises, safety from damage however slight or change of any sort; and
 - 3.2.3. The behaviour of all persons using the premises whatever their capacity.
- 3.3. 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.

4. Use

- 4.1. You must not use the premises (including the car park, if any) for any purpose other than that described when booking and must not sub-hire or use the premises or allow the premises to be used for any unlawful or unsuitable purpose or in any unlawful way nor do anything or bring on to the premises anything which might endanger the premises or render invalid any insurance policies covering the premises.
- 4.2. You must not use the premises at any time other than the times indicated when booking.

5. Capacities

- 5.1. You agree not to exceed the maximum permitted number of people per room. This includes any of the organisers/performers.
- 5.2. In accordance with the provisions of the Local Government (Miscellaneous Provisions) Act 1982, Shardlow Village Hall is licenced for the total number of people as follows:

Nita Cook Room:	30
Main Hall:	120

6. Common use of facilities

- 6.1. All bookings include access to the toilets.
- 6.2. All bookings for the Nita Cook Room and Main Hall include access to the kitchen. Field bookings can also include kitchen access for an additional fee.
- 6.3. Access to the toilets and kitchen may be shared with other users unless exclusive use is agreed in advance.

7. Hours of opening

- 7.1. Unless otherwise agreed, hours available for booking are as follows:

Monday:	7.30 – 23:00
Tuesday:	7.30 – 23:00
Wednesday:	7.30 – 23:00
Thursday:	7.30 – 23:00
Friday:	7.30 – 00:00
Saturday:	7.30 – 00:00
Sunday:	7.30 – 23:00

- 7.2. No music is to be played after the following times:

	Indoors	Outdoors
Monday:	23:00	22:00
Tuesday:	23:00	22:00
Wednesday:	23:00	22:00
Thursday:	23:00	22:00
Friday:	23.30	22.30
Saturday:	23.30	22.30
Sunday:	23:00	22:00

8. Insurance and indemnity

- 8.1. You are liable for:
 - 8.1.1. The cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including its curtilage or its contents;
 - 8.1.2. The cost of repair of any damage (including accidental and malicious damage) done to our Wi-Fi service (if any);
 - 8.1.3. 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 Wi-Fi service (if any); and
 - 8.1.4. 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 Wi-Fi service (if any), and subject to sub-clause 8.2., you must indemnify us against such liabilities.
- 8.2. We will take out adequate insurance to insure the liabilities described in sub-clauses 8.1.1 and 8.1.2. above and may, in our discretion and in the case of non-commercial hirers, insure the

liabilities described in sub-clauses 8.1.3. and 8.1.4. above. We will claim on our insurance for any liability you incur but you must indemnify us against:

8.2.1. Any insurance excess incurred; and

8.2.2. The difference between the amount of the liability and the monies we receive under the insurance policy.

8.3. Where we do not insure the liabilities described in sub-clauses 8.1.3. and 8.1.4. 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. If you fail to produce such policy and evidence of cover, we will cancel your booking and re-hire the premises to another hirer.

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

9. Gaming, betting and lotteries

9.1. You must ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

10. Licensable activities

10.1. We have a Premises Licence authorising regulated entertainment only. Licensable activities covered by our licence are plays (indoors), films (indoors), sporting events (indoors), boxing or wrestling (indoors), live music (indoors & outdoors), recorded music (indoors & outdoors), performance of dance (indoors & outdoors), and anything similar to performance of dance, live music & recorded music (indoors).

10.2. You hereby acknowledge that you have read and understood conditions of the Premises Licence, in accordance with which the hiring must be undertaken, and agree to apply with all obligations therein.

10.3. You agree that if licensable activities not covered in our Premises Licence are to be held, including (but not limited to) regulated entertainment not covered by our Premises Licence, sale of alcohol or serving alcohol to members of a private club you must obtain a Temporary Event Notice (TEN) from the local authority at least ten days before the event.

10.4. You agree to inform us of your intention to obtain a Temporary Event Notice (TEN), as there is a limit on the number of TENs that can be granted annually for any premises.

11. Music and film

11.1. You must ensure that we hold relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, you must hold such licence(s).

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

11.3. 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 document confers the required permission on you. (The Deregulation Act 2015 requires you to have our written permission to show a film).

12. Safeguarding

12.1. You 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. If 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).

12.2. You confirm that you have read and understood our Safeguarding Policy and will adhere to the hall's principles and procedures.

13. Equality, diversity and inclusion

13.1. We welcome bookings from all sectors of our community and are committed to providing equal opportunities to all hirers. However, we reserve the right to refuse any bookings which we feel may

- be detrimental to our hall, its values and that of our wider community, including (but not restricted to) groups who promote homophobia, religious intolerance, or any kind of prejudicial groups.
- 13.2. You must assist us in meeting our commitments to ensure equality, diversity, and inclusion, and to avoid discrimination.
 - 13.3. You must treat other hirers and volunteers fairly and with respect. No forms of intimidation, bullying, or harassment will be tolerated.
 - 13.4. You confirm that you have read and understood our Equality and Diversity Policy and will adhere to the hall's principles and procedures.
 - 13.5. Any hirers not conforming to the Equality and Diversity Policy will not be able to hire the premises in the future.

14. Public safety compliance

- 14.1. You must comply with all conditions and regulations made in respect of the premises by the Local Authority and the Licensing Authority, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children.
- 14.2. You confirm that you have read and understood our Health and Safety Policy and will comply with it.
- 14.3. You must call the Fire Service to any outbreak of fire, however slight, and give details to us.
- 14.4. Fire safety information can be found our Information for Hirers document. You acknowledge that you have read this and therefore received instruction in the following matters:
 - 14.4.1. The action to be taken in event of fire, this includes calling the Fire Brigade and evacuating the hall;
 - 14.4.2. The location and use of fire equipment;
 - 14.4.3. Escape routes and the need to keep them clear;
 - 14.4.4. Method of operation of escape door fastenings;
 - 14.4.5. Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.;
 - 14.4.6. Location of the first aid box.
- 14.5. In advance of any activity whether regulated entertainment or not you must check the following items:
 - 14.5.1. That all fire exits are unlocked;
 - 14.5.2. That all escape routes are free of obstruction and can be safely used for instant free public exit;
 - 14.5.3. That any fire doors are not wedged open;
 - 14.5.4. That exit signs are illuminated;
 - 14.5.5. That there are no fire-hazards on the premises;
 - 14.5.6. That the emergency lighting supply illuminating all exit signs is turned on during the whole of the time the premises are occupied.

15. Cancellation

- 15.1. If you wish to cancel the booking before the date of the event and we are unable to conclude a replacement booking, we may, in our complete discretion, require payment of the hire fee.
 - 15.1.1. Cancellations 4 weeks or more from the date of the booking will receive a full refund of money paid;
 - 15.1.2. Cancellations less than 4 weeks from the booking will not generate a refund;
 - 15.1.3. If you would like to reschedule your booking, the payment will be transferred to the new date/time. However, this will be non-refundable in the event of cancellation.
- 15.2. We reserve the right to cancel your booking by giving you written notice, in the following circumstances:
 - 15.2.1. The premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;

- 15.2.2. Our reasonable consideration that (a) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (b) unlawful or unsuitable activities will take place at the premises as a result of this hiring;
 - 15.2.3. The premises becoming unfit for your intended use;
 - 15.2.4. Government advice or restrictions, or concerns regarding the transmission of illness;
 - 15.2.5. 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.
- 15.3. In the event that we cancel your booking, you will be entitled to a refund of any deposit or hiring charge already paid, but we will not be liable to you for any resulting direct or indirect loss or damages whatsoever.

16. End of hire

- 16.1. You are responsible for:
- 16.1.1. Leaving the premises and surrounding area in a clean and tidy condition;
 - 16.1.2. Removing and disposing of all rubbish, including empty helium canisters if used. Rubbish bags must be taken home, and not left inside or outside the building;
 - 16.1.3. Properly returning any contents, including tables and chairs, that have been temporarily removed from their usual positions;
 - 16.1.4. Switching off all lights, except where the facilities are in use by another continuing hire;
 - 16.1.5. Leaving the premises properly locked and secured, with the key returned to the key safe, unless directed otherwise.
- 16.2. Failure to do so may result in additional charges.

17. Alterations and decorations

- 17.1. You must not make any alterations or additions to the premises, nor install or attach any fixtures or placards, 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.
- 17.2. Any decoration of the hall must be removed directly after the event leaving no damage, and you must make good to our satisfaction any damage caused to the premises by such removal.

18. Parking

- 18.1. Cars must be parked in the car parking area only and must not be parked on the grassed area or playing field.
- 18.2. Cars must be parked considerately and not cause any obstruction or inconvenience to the road, neighbouring residents, or other users. The road leading to the village hall is a public road and this must not be obstructed.
- 18.3. If there are overlapping bookings, car parking may also be shared with other users. As space is limited, please park considerately and as closely together as possible. We encourage car sharing or using public transport where possible.
- 18.4. All vehicles are parked at the owner's risk. We do not accept any liability for any loss or damage to vehicles whilst parked on our site.

19. Noise

- 19.1. Any use must be conducted in such a way that it does not unreasonably interfere with the activities of other users or our neighbours by way of noise, disturbance or otherwise. You must ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning.

19.2. No music is to be played after the following times:

	Indoors	Outdoors
Monday:	23:00	22:00
Tuesday:	23:00	22:00
Wednesday:	23:00	22:00
Thursday:	23:00	22:00
Friday:	23.30	22.30
Saturday:	23.30	22.30
Sunday:	23:00	22:00

20. Drunk and disorderly behaviour and supply of illegal drugs

20.1. You must ensure that in order to avoid disturbing neighbours of the hall and avoid violent or criminal behaviour:

20.1.1. No one attending the event consumes excessive amounts of alcohol;

20.1.2. No illegal drugs are brought onto the premises.

20.2. Drunk and disorderly behaviour is not permitted either on the premises or in its immediate vicinity. We will ask any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way to leave the premises in accordance with the Licensing Act 2003.

21. Food, health, and hygiene

21.1. You must, if preparing, serving, or selling food, observe all relevant food health and hygiene legislation and regulations. In particular, dairy products, vegetables, and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations.

21.2. You are responsible for conforming to all Public Health legislation and guidance that relates to the control of viral pandemics or diseases, if applicable.

22. Electrical appliance safety

22.1. You must ensure that any electrical appliances brought by you to the premises and used there are safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989.

23. Personal property and stored equipment

23.1. We accept no responsibility for any personal property, including stored equipment, brought onto or left at the premises; all liability for loss, theft, or damage is hereby excluded.

23.2. For regular hirers, a small storage area may be made available free of charge.

23.3. If a larger storage area is required, this may be available for a small fee. Abuse of this privilege may result in its withdrawal or the imposition of additional charges.

23.4. Space for outside storage containers may be available, subject to ground rent charges

23.5. All equipment and personal property (excluding stored equipment) must be removed at the end of each hiring.

23.6. Any items found on the premises will be retained for a period of time and can be collected by the owner upon verification.

23.7. We reserve the right to dispose of any items referred to below by sale or otherwise as we think fit. We may charge you for any costs incurred in storing and selling or otherwise disposing of the items. Disposal may occur under the following circumstances:

23.7.1. If you fail to pay any charges related to stored equipment that are due or to remove the items within seven days after the agreed storage period has ended;

23.7.2. If you fail to collect any property brought onto the premises for the purposes of the hire.

24. Smoking

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

25. Accidents and dangerous occurrences

- 25.1. You must report to us as soon as possible any failure of our equipment or equipment brought in by you.
- 25.2. You must report all accidents involving injury to the public to us as soon as possible and complete the relevant section in our accident book. You must report certain types of accident or injury on a special form to the Incident Contact Centre. We will give assistance in completing this form and can provide contact details of the Incident Contact Centre. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

26. Explosives and flammable substances

- 26.1. You must ensure that highly flammable substances are not brought into, or used in any part of the premises.
- 26.2. No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are erected without our consent.

27. Heating

- 27.1. You must ensure that no unauthorised heating appliances are used on the premises without our consent. You must not use portable liquefied propane gas (LPG) heating appliances.

28. Animals

- 28.1. You must ensure that guide dogs, hearing dogs and assistance dog owners are allowed on the premises.

29. Fly posting

- 29.1. You must not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises and must indemnify and keep 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.

30. Sale of goods

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

31. Wi-Fi

- 31.1. When using the Wi-Fi service, you agree at all times not to use the Wi-Fi service for any for the following purposes:
- 31.1.1. Disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;
 - 31.1.2. 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;
 - 31.1.3. Interfering with any other persons use or enjoyment of the Wi-Fi service; or
 - 31.1.4. Making, transmitting or storing electronic copies of material protected by copyright without permission of the owner.

- 31.2. You agree to keep any username, password, or any other information which forms part of the Wi-Fi service security procedure confidential and not to disclose it to any third party.
- 31.3. We have the right to suspend or terminate our Wi-Fi service immediately if there is any breach of any of the provisions including without limitation:
- 31.3.1. If you use any equipment which is defective or illegal;
 - 31.3.2. If you cause any technical or other problems to our Wi-Fi service;
 - 31.3.3. If, in our opinion, you are involved in fraudulent or unauthorised use of our Wi-Fi service;
 - 31.3.4. If you resell access to our Wi-Fi service; or
 - 31.3.5. If you use our Wi-Fi service in contravention of the terms of listed in 25.1.
- 31.4. Although we aim to offer the best Wi-Fi service possible, we make no promise that the Wi-Fi service will meet your requirements. We cannot guarantee that our Wi-Fi service will be fault-free, or accessible at all times.
- 31.5. It is your responsibility to ensure that any Wi-Fi enabled device used by you is compatible with our Wi-Fi service and is switched on. The availability and performance of our Wi-Fi service is subject to all memory, storage, and any other limitations in your device. Our Wi-Fi service is only available to your device when it is within the operating range of the main hall.
- 31.6. 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 Wi-Fi service or wireless communications networks in general. 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 Wi-Fi service. Network speed is no indication of the speed at which your Wi-Fi enabled device, or our Wi-Fi service sends or receives data. Actual network speed will vary based on configuration, compression, and network congestion.
- 31.7. We may collect and store personal data through your use of our Wi-Fi service. We may process all information about you which is provided in relation to our Wi-Fi service in accordance with your legal rights under the Data Protection 1998 and solely for the purposes of offering the Wi-Fi service.

32. Rights

- 32.1. Your booking constitutes permission only to use the premises and confers no tenancy or other right of occupation on you.