



## **Standard Conditions of Hire**

If you are in any doubt as to the meaning of any of the Conditions, you must seek clarification from us without delay.

### **1. Booking**

You may request a booking by phone, email or post and, once acknowledged, a provisional booking will be held for up to 14 days, or 14 days prior to the first booked date if earlier, to allow for receipt of any deposit and our confirmation.

### **2. Deposits**

A deposit is required to confirm a booking unless agreed otherwise in writing (this may simply be by our **confirming** the booking). Deposits will be treated as a down payment against hire charges and banked.

For Parties and Weddings an additional damage deposit will be required. This will be refunded in full if the booking is cancelled, but otherwise may be used to defray the cost of any damage, or time required to restore the facilities to their state when hired.

### **3. Cancellation**

If you cancel the booking 14 or more days before the date of the event you will be refunded in full. Thereafter, if we are unable to conclude a replacement booking, we may, in our complete discretion, retain the deposit (but not the damage deposit) or require payment of the hire fee.

We reserve the right to cancel this Agreement by giving you written notice in the event of:

- (i) the premises 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 will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or unlawful or unsuitable activities will take place at the premises as a result of this hiring;
  - b) the premises becoming unfit for your intended use;
- (iii) 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 you will be entitled to a refund of any deposit already paid, but we will not be liable to you for any resulting direct or indirect loss or damages whatsoever

### **4. Payments**

We accept payment by bank transfer (BACS) and cheque. BACS is our preferred method and facilitates return of deposits (deposit cheques will be cashed).

Deposit payments are due immediately on invoice and are required to confirm a booking.

Unless special payment terms have been agreed, payments are due 14 days before the earliest date booked and must have been received (cleared funds) at least 24 hours beforehand. We will only process refunds to the originating bank account.

### **5. Late Bookings**

We do not normally accept bookings at less than 14 days' notice. Exceptionally we may do so subject to immediate full payment (cleared funds) of all charges and any deposit.

## 6. Supervision

You (or your authorised representative), not being a person under 18 years of age, hereby accept responsibility for being in charge of and on the premises at all times during the period of hire and for ensuring that all Standard Conditions and Special Conditions (if any) under this Agreement relating to management and supervision of the premises are met.

During the period of the hiring, you are 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
- (iv) please note that the hall has an automated fire alarm system with heat and smoke detectors and “break glass” call points at all external exits. You should ensure that the system is not triggered by use of smoke or frivolous activation of call points. SMOKE MACHINES ARE NOT TO BE USED.

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 (see also section 9 – Insurance).

## 7. Use of premises

You must not use the premises (including the car park) for any purpose other than that described in the Agreement 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.

The Premises has several rooms that can be hired separately or in combination. You acknowledge that there may be other users present elsewhere in the hall during your booking and that a reasonable degree of mutual cooperation is expected. If you wish to have exclusive use of the hall you must hire all the relevant facilities. You will be charged if there is evidence that you have used facilities that you have not booked.

From time-to-time access to the hall is required for maintenance and repairs. Whilst every effort is made not to disturb hirers, occasionally some disturbance is unavoidable.

## 8. Parties

We only accept bookings for parties under the following conditions:

- (i) At least 14 days’ notice
- (ii) The booking is clearly identified as a party on the booking request

We will only consider teenage (under 18) parties for:

- (iii) Lavant Residents where booking is made by the parent or the responsible adult and at least 20% of those in attendance are adult family members
- (iv) Up to 16 years old where:
  - a) the booking is made by the parent or the responsible adult who undertakes to have 5 other mature adults in attendance to ensure that only invited guests are admitted
  - b) Maximum of 80 attending
  - c) No mention on social media

In all cases an additional damage deposit will be required and a Hall representative will visit the event to ensure compliance with these conditions. The event will be cancelled or stopped if the conditions are not being met

## 9. Insurance and indemnity

9.1 You are liable for:

- (i) 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 or its contents
- (ii) costs arising from accidental and malicious loss or damage and for loss or damage arising out of your negligence done to our WiFi service

- (iii) 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
- (iv) 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 9.2 you must indemnify us against such liabilities.

**9.2** We will take out adequate insurance to insure the liabilities described in sub-clauses (i) and (ii) above and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (iii) and (iv) above. We will claim on our insurance for any liability you incur, but you must indemnify us against:

- (v) any insurance excess incurred and
- (vi) the difference between the amount of the liability and the monies we receive under the insurance policy.

**9.3** Where we do not insure the liabilities described in sub-clauses (iii) and (iv) above, you must take out adequate insurance (at least £1 million) to insure such liability and on demand must produce the policy and current receipt or other evidence of cover to our Hall Secretary. If you fail to produce such policy and evidence of cover, we will cancel this Agreement and may re-hire the premises to another hirer.

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

## **10. Public safety compliance**

You must comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and our Fire Emergency Plan, 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 details to our Hall Caretaker.

You acknowledge that you, and your authorised representative if you are not to be present during the hire, have read our Fire Emergency Plan and Fire Evacuation Plan. These are available to read and download on our website. If you have any questions please contact the Hall Caretaker. You confirm that you and your authorised representative, if any, have noted:

- (i) The action to be taken in event of fire.
- (ii) The location and use of fire equipment.
- (iii) Escape routes and the need to keep them clear.
- (iv) Method of operation of escape door fastenings.
- (v) Location of the first aid box.
- (vi) Location of the fire alarm activation points.
- (vii) That you must await and liaise with the Fire Brigade, who will want to confirm that you have accounted for all those attending your hire.

In advance of any activity whether regulated entertainment or not you must check the following items:

- (viii) That all fire exits are clear and that all thumb-turns and panic bolts are in good working order
- (ix) That all escape routes are free of obstruction and can be safely used for instant free exit.
- (x) That exit signs are illuminated.
- (xi) That there are no fire-hazards on the premises.

## **11. Maximum capacity**

You agree not to exceed the maximum permitted number of people per room including the organisers/performers

- Main Hall 200
- Green Room 120
- Total 320

## **12. Smoking**

IT IS AGAINST THE LAW TO SMOKE IN THE HALL. We also prohibit the use of e-cigarettes and vaping on the premises. All are likely to trigger the fire alarm system.

## **13. Alcohol**

The Hall has a premises licence authorising entertainment and the sale of alcohol, but we do not allow the alcohol licence to be used for private functions. If you wish to have alcohol sold, then you, or the licensee involved, must have a Temporary Event Notice (TEN) from Chichester District Council. It is your responsibility to notify us of the intention to apply for a TEN (there is a restriction on the number of such licenses to be granted) and to ensure that the licence is in place and on view at the function, otherwise the bar may be closed down when our representative visits.

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

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.

## **15. Music**

The hall has TheMusicLicence from PPLPRS for the performance of copyright 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

## **16. Film**

You must have our written permission to show a film under the Deregulation Act 2015. This Agreement confers that permission.

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.

## **17. Safeguarding children, young people and adults at risk**

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). All reasonable steps must be taken to prevent harm, and to respond appropriately when harm does occur.

Relevant concerns must be reported in accordance with your own procedures and also notified to the person named at 4.A in the LMH Safeguarding Policy, which can be found [here](#).

## **18. Photography**

You are reminded that you are responsible for complying with Data Protection regulations if you are planning to take photographs during your event that are subsequently published in any form e.g. for publicity. Photos of children must not be used without the written consent of a parent or guardian. Additionally, for some individuals, publicising their location could place them or their families at risk. Consequently, you are encouraged to comply with the following policy:

At large events at which publicity photos are to be taken a notice should be posted at the entrance, or an announcement made, providing the opportunity for people to refuse taking part in publicity photographs

At small events the consent of individuals (verbal) should be obtained if their image will be clearly identifiable

## **19. Noise**

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

## **20. 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
- (ii) No illegal drugs are brought onto the premises

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**

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. The premises are provided with a refrigerator and thermometer.

## **22. Electrical appliance safety**

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. Where a residual circuit breaker is provided you must make use of it in the interests of public safety.

## **23. Stored equipment**

We accept 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.

We may, in our discretion, dispose of any items referred to below 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 remove any property brought on to the premises for the purposes of the hiring.

## **24. Accidents and dangerous occurrences**

There is a **First Aid Kit** and guides in the **labelled** middle **drawer** to the left of the range in the **main kitchen**.

You must report to us as soon as possible any failure of our equipment. You must report all accidents involving injury to us as soon as possible and complete the relevant section in our accident book.

In accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR) you must report certain types of accident or injury to the Incident Contact Centre. Our Hall Secretary will give assistance in complying and can provide contact details of the Incident Contact Centre.

## **25. Explosives and flammable substances**

You must 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) are erected without our consent.

## **26. Heating**

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.

## **27. Animals**

You must ensure that Guide dogs, Hearing dogs and assistance dog owners are allowed on the premises.

## **28. WiFi Services**

### **28.1 Use of the WiFi service**

You must not 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;

You must 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.

### **28.2 Termination of the WiFi service**

We have the right to suspend or terminate our WiFi service immediately in the event that there is any breach of any of the provisions of these Standard Conditions including without limitation:

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

### **28.3 Availability of the WiFi services**

Although we aim to offer a satisfactory WiFi service, 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.

### **28.4 Privacy and Data Protection**

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

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.

By using our WiFi service, you agree to the terms of this clause 28.4

## **29. End of hire**

You are 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 we may make an additional charge. For your guidance:

- (i) Please do not ATTACH decorations to interior walls as this brings the paint off. Please use BLU TACK, on NO ACCOUNT use drawing pins.
- (ii) Chairs, tables and other equipment must be CLEANED and put away as found.
- (iii) All floors must be SWEPT AND MOPPED where necessary.
- (iv) All rubbish must be TAKEN AWAY or put in the wheelie-bins outside the Hall. RECYCLING MUST BE PLACED IN LOOSE, NOT BAGGED
- (v) Car Park and surrounds must be LEFT CLEAR of paper and litter, including confetti.
- (vi) All lights, radiant heaters in the Committee Room, and water heater in the Kitchen must be TURNED OFF. Note: the Storage heaters in the Main Hall remain switched ON at all times
- (vii) Electric cooker hobs and ovens must be left TURNED OFF, but the main switch above the cooker should be left ON.
- (viii) All windows and doors CHECKED AND SECURED

There are ample cleaning cloths and materials, detergents etc. provided by the Hall

### **30. No alterations**

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.

### **31. No rights**

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

### **32. The Village Green**

Hiring the Hall does not include permission to use the Village Green for activities such as barbecues, organised games or the erection of structures such as marquees or bouncy castles, although this is often possible. Permission to use the green must be obtained from the Parish Council by contacting the Clerk.

Please also bear in mind that Lavant Cricket Club uses the Green for matches. The Booking Secretary will normally be able to advise when matches are scheduled, but Parish Council permission must still be obtained.