

# General rules

## *governing the use and hire of*

### Basildon Village Hall & Recreation Ground

The management of Basildon Village Hall & Recreation Ground (BVHRG) is vested in the Trustees whose powers and composition are defined in the Trust Deed, a copy of which may be obtained from the BVHRG Secretary.

Under the provisions of the Trust Deed, the Trustees are empowered to make rules or to withdraw or amend them.

Use of the Village Hall and its facilities is subject to the following rules and, in the case of hirers, to any conditions incorporated in the hiring agreement.

#### 1. Equal Opportunities

The village hall shall be open to all members of the community regardless of race, nationality, ethnic or national origins, sex, gender, sexual orientation, age, disability, religion, political beliefs, marital or civil partner status.

#### 2. Applying to use the Village Hall

- a) Application for use of the Village Hall should be made to the Bookings Secretary.
- b) The right to refuse any application for the use of BVHRG facilities is reserved. The trustees may refuse an application to use the hall's facilities if the use by a particular association or individual presents a risk of public disorder or of alienating the Trust's beneficiaries or supporters. In any circumstances of doubt, the Bookings Secretary shall report the matter to the Chair of Trustees and shall not confirm the letting without his/her agreement.

#### 3. Payment for Hires

All hire fees, licence and administration charges, insurance premiums and deposits must be paid at the time stipulated in the hire agreement. No hire will be confirmed, and the Hirer will have no right to use the rooms and facilities, until all payments have been made in full at the times stipulated.

#### 4. Cancellation

If you wish to cancel the booking before the date of the event and we are unable to conclude a replacement booking, the question of replacement fees/deposit shall be at the discretion of the trustees. Under no circumstances will monies that have already been disbursed and/or costs already incurred be reimbursed.

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

- a) The premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;
- b) our 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;

- c) the premises becoming unfit for your intended use.
- d) an emergency requiring the 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.

The trustees reserve the right to terminate immediately any entertainment, activity or meeting permitted under the hire that is not properly conducted.

#### 5. Hours of Opening

Basildon Village Hall and Recreation Ground is situated in a residential area and so the opening hours are restricted. The hall is normally available for use between 08:00hrs and 24:00hrs Monday to Saturday, and 09:00hrs to 22:00hrs on Sundays. In exceptional cases these hours may be extended on application to the Bookings Secretary.

#### 6. Clearing Up Time

Every hire period should include the time to set up and clear up. The hall must be left as found by the end of the hire period.

#### 7. Maximum Capacity

The hall has a maximum capacity of 300, which includes helpers and performers. On no account shall this figure be exceeded. If it is a seated event, the maximum capacity is reduced to 210, including helpers and performers.

#### 8. Safety Requirements

You must comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and our fire risk assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children. You must also comply with our health and safety policy.

You must call the Fire Service to any outbreak of fire, however slight, and give details to the Booking Secretary. Please be aware that there is no phone installed on the premises and so you are expected to bring a mobile phone for use in an emergency.

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

- a) That all fire exits are functional.

- b) That all escape routes are free of obstruction and can be safely used for instant free public exit.
- c) That any fire doors are not wedged open.
- d) That exit signs are illuminated.
- e) That there are no fire-hazards on the premises.
- f) That emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the premises are occupied.
- g) Fire-fighting equipment should be kept in its proper place and only used for its intended purpose.

You acknowledge that you have received instruction in the following matters:

- a) The action to be taken in the event of fire. This includes calling the fire brigade and evacuating the hall.
- b) The location and use of fire equipment (see Appendix 1 - Fire Escape Plan)
- c) Escape routes and the need to keep them clear.
- d) Method of operation of escape door fastenings.
- e) Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
- f) That you will bring your own First Aid Box.

All groups are expected to co-operate with the fire drills that are arranged at varying times in order to familiarise users with evacuation procedures.

## 9. Supervision

You and the person in charge of the activity must not be under 21 years of age and shall be on the premises for the entire hire period. She/he must not be engaged in any duties which prevent her/him from exercising general supervision.

When the premises are used for public entertainment, the following adult attendant (i.e. over 21 years of age) ratios shall apply:

- a) Under 100 persons - 2 adult attendants present
- b) 100 - 249 persons - 3 adult attendants present
- c) 250 - 300 persons - 4 adult attendants present

However, when the majority of those present are less than 16 years of age, and/or when many people with disabilities are expected to attend, the risk should be assessed and the number of adult supervisors increased accordingly and in line with any relevant guidance.

## 10. Storage of Equipment

If you wish to store equipment at the hall please contact the Bookings Secretary in the first instance. The trustees accept no responsibility for any stored equipment or other property brought onto or left on 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 session; otherwise fees may be charged for each day or part of a day at up to the hire fee per session until the terms are removed. The hirer shall indemnify and keep indemnified the Committee, its employees, agents and invitees against all claims in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including storage of equipment) by the hirer.

The Trustees may dispose of items brought onto or stored on the premises as they see fit, and charge you any costs incurred in storing and disposing of such items should you fail to pay any storage charges due and /or fail to remove equipment within 7 days of the hire.

## 11. Insurance and Indemnity

You are liable for:

- a) The cost of repair of any damage (including accidental or malicious damage) done to any part of the premises including its curtilage or its contents.
- b) The cost of repair of any damage (including accidental and malicious damage) done to our WiFi service.
- c) All claims, losses, damages made against or incurred by the trustees, employees, volunteers, agents or invitees in respect of damage or loss of property arising as a result of your use of the premises (including storage of equipment) and your use of our WiFi service, 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 premises and /or the use of our WiFi service and you must indemnify us against such liabilities.
- e) You must take out adequate insurance and should produce evidence of such cover to the Bookings Secretary on request. Failure to provide evidence of cover will render the hiring void and enable the Bookings Secretary to re-let the premises to another hirer.
- f) The hall, its trustees, employees, volunteers, agents and invitees are insured against any claims arising out of our own negligence. The trustees cannot accept responsibility for damage to, or the loss or theft of, hall users property and effects.

## 12. No Smoking Policy

The hall has a strict No Smoking policy anywhere inside the buildings.

## 13. 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.

## 14. Music Copyright Licencing

The premises are licensed with the Performing Rights Society for the performance of copyright music. Users should, however, advise the Bookings Secretary as to the frequency of musical performances during their activities. It is the responsibility of any independent user group which uses recorded music in its activities to check if it requires a licence from PPL and if so, to obtain one.

No literary, dramatic, musical, film or video work shall be performed or shown at the premises without obtaining all necessary copyright licences and theatre, film, video and public entertainment licences. No such work shall be performed or shown without the prior approval of the Bookings Secretary, and no alteration to the work shall be made after such approval.

## **15. Film**

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

Please be advised that the hall does not have a television licence.

## **16. Safeguarding Children, Young People and Vulnerable Adults**

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. When requested, you must provide us with a copy of your Safeguarding policy and evidence that you have carried out the relevant checks through the Disclosure and Barring Service.

## **17. Noise**

The hall is situated in a residential area. You must ensure that the minimum of noise is made on arrival and departure, particularly after 9pm at night and before 8am 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.

## **18. Drunk and Disorderly Behaviour and the Supply of Illegal Drugs**

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

- a) No one attending the event consumes excessive amounts of alcohol;
- b) No illegal drugs are brought onto the premises.

Drunk or 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 Licencing Act 2003.

## **19. 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.

## **20. 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.

## **21. 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 and complete the relevant section in our accident book.

Performances involving danger to the public shall not be given.

## **22. Explosives and Flammable Substances**

You must ensure that:

- a) Highly flammable substances are not brought into or used in any part of the premises;
- b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are erected without our consent;
- c) If candles are lit, they must not be left unattended at any time;
- d) Devices that are liable to trigger the smoke or burglar alarms are not permitted (e.g. smoke machines at discos).

## **23. Heating**

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

## **24. Animals**

Guide dogs, Hearing dogs and Assistance dogs are welcome on the premises.

## **25. 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 premises and must indemnify and keep indemnified the trustees and employees 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.

## **26. Sale of Goods**

You must, if selling goods on the premises, comply with Fair Trading Laws and all codes of practice used in connection with such sales.

## **27. WiFi**

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

Not to use the WiFi service for any of 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 codes 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;

To keep any username, password or other information which forms part of the WiFi service security procedure confidential and not to disclose it to any third party.

We reserve the right to terminate or suspend our WiFi service immediately in the event that there is any breach of these conditions.

## **28. Availability of WiFi Service**

Although we aim to offer the best WiFi service possible, we make no promise that the WiFi service will meet your requirements. We cannot guarantee that our WiFi service will be fault-free or accessible at all times.

It is your responsibility to ensure that any WiFi enabled device used by you is compatible with our WiFi service and is switched on. The availability and performance of our WiFi service is subject to all memory, storage and any other limitations in your device. Our WiFi service is only available to your device when it is within the operating range of the 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 at 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.

## **29. Privacy and Data protection**

Basildon Village Hall uses your personal data for the purposes of managing the hall, its bookings and finances. We will not use your data for marketing purposes or fundraising activities.

Basildon Village Hall may provide your data to third parties for the sole purpose of managing your booking. Data may be retained for up to 7 years for accounts purposes and for longer where required by the hall's insurers.

We may collect and store personal data through your use of our WiFi service. We may process information about you which is provided in relation to our WiFi service in accordance with your legal rights and solely for the purpose of offering the WiFi service.

If you would like to find out more about how we use your data or want to see a copy of the information about you that we hold, please contact the Bookings Secretary.

## **30. Assignment and Use**

You will not use the premises for any other purpose other than that permitted under the Hiring Agreement and will not, without obtaining prior consent of the Bookings Secretary, use or enter the premises at any times other than those permitted under the hiring.

You will not assign the benefit of the Hiring Agreement. You will not share the use of the premises with any other person or organisation other than a member or invitee of the Hirer permitted to use the premises under the Hiring Agreement.

## **31. End of Hire Obligations (incl. Rubbish Removal)**

You are responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise. Any contents temporarily removed from their usual positions must be properly replaced and all rubbish must be taken away with you. Failure to do this will incur a charge.

## **32. Car Parking**

Cars shall not be parked so as to cause an obstruction at the entrance to, or exits from, the Village Hall and Recreation Ground. No parking on brick paved areas.

## **33. 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. At our discretion, any alteration, fixture or fitting or attachment which we have approved may remain in the premises at the end of the hire. 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.

## **34. No Rights**

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

**THE TRUSTEES OF BASILDON VILLAGE HALL ARE ALWAYS CONSIDERATE OF NEIGHBOURING PROPERTIES AND DRAW YOUR ATTENTION TO CLAUSES 5, 17, 31 AND 32 ABOVE.**

**PLEASE KEEP FIRE DOORS CLOSED AT ALL TIMES. NO MUSIC IS TO BE PLAYED OUTSIDE OF THE BUILDING WITHOUT THE PRIOR PERMISSION OF THE TRUSTEES. PLEASE ENSURE THAT YOUR GUESTS EXIT THE BUILDING AND CAR PARK QUIETLY.**