

Preamble

(If the Hirer is in any doubt as to the meaning of any of the following conditions of hire then they should consult with the Village Hall Booking Secretary prior to completing and submitting their booking. Once a booking has been paid for the assumption will be, in favour of the Hall Committee, that all these conditions are understood and will be complied with.)

Clapham-cum-Newby Village Hall is a registered charity and therefore operates under the auspices of the Charity Commission. It owns and manages the community tennis court, as well as the hall itself and to which different conditions of hire apply.

The Tennis Court is available for hire by residents, visitors and tourists on payment of the relevant fee. It must be booked and paid for in advance of the hire using the Village Hall's online booking system.

For the purposes of these conditions, the term Hirer shall mean an individual Hirer or, where the Hirer is in an organisation, that organisation's authorised representative.

Version and modification history

This document is reviewed and updated as required. This is version 1 of the document, created in April 2024, to coincide with the implementation of online bookings.

Conditions

- Period of Hire:** The court is available for hire from April to September. It is hired out in 2-hour sessions, from 8am onwards, seven days a week. The court is unlit so the final hire of any day may have to be curtailed due to low light or, if light allows, may be continued beyond its nominal 2-hours until it is dusk.
- Supervision:** The Hirer will, during the period of the hiring, be responsible for supervision of the court, care for the playing surface, any supplied equipment and the enclosing fencing, prevention from damage (however slight) or change of any sort, and the behaviour of all persons using the facility.
- Use of Premises:** The Hirer shall not use the court for any purpose other than that described in the hiring agreement and only during the dates and times as specified on the hiring agreement. They shall not sub-hire. They may not use the court, nor allow the court to be used, for any unlawful purpose or in any unlawful way, nor do anything, or bring onto the court enclosure anything which may endanger the same or render invalid any insurance policies in respect thereof.
- Public Safety Compliance:** The Hirer shall comply with all commons and regulations made in respect of the premises by the Fire Authority, Local Authority, the Local Magistrates Court or otherwise. Noise must be kept to a minimum to ensure there is no disturbance to neighbours, particularly in the evenings.
- Safeguarding and Child Safety:** The Hall Committee has a Safeguarding Policy to protect the interests of young and vulnerable people, but the Hirer is responsible for implementing their own policy during the period of their hire. The Hirer 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, the Hirer must provide the Committee with a copy of its safeguarding policy and evidence that it has carried out the 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.
- Indemnity:** The Hirer shall indemnify the Committee for the cost of repair of any damage done to any part of the property, including the playing surface, net and the enclosure fencing, which may occur during the period of the hiring or resulting out of the hiring. If the event is an open competition, or part thereof, then this includes damage resulting from those attending the event or from the transportation, delivery or operation of any equipment brought onto the premises in furtherance of the event. The Hirer shall be responsible for making arrangements to insure against any third-party claims which may arise against themselves, or the organisation that they represent as appropriate, whilst using the premises. (The Village Hall Committee is insured against any claims arising out of its own negligence or through failure of its own equipment.)
- Accidents and Dangerous Occurrences:** The Hirer must report to the Committee all accidents involving injury to attendees at their event, or to any member of the public which occurs as a result of their event, at the earliest

possible time. Any failure of equipment, whether belonging to the hall or brought in by the Hirer or any attendees, must also be reported as soon as possible. Certain types of accident or injury must be reported on a special form to the local authority in accordance with the Executive Reporting of Injuries, Diseases and Dangerous Occurrences Regulation 1995. The Village Hall Committee Chair will give assistance in completing this form.

8. **Animals:** Animals are not allowed on the court.
9. **Compliance with The Children Act 2004:** The Hirer shall ensure than any activities for children under eight years of age comply with the provisions of The Children Act 2004 or as subsequently amended.
10. **Fly Posting:** The Hirer shall not carry out, nor permit, fly posting or any other form of unauthorised advertisements for any event taking place on the court, and shall indemnify the Committee accordingly against all action, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.
11. **Cancellation by The Hirer:** Should a booking be made but subsequently not used by the Hirer then no refund will be given.
12. **Cancellation by The Committee:** The Committee reserves the right to cancel this hiring in the event of the court being made unavailable or unfit for use. In such cases, the Hirer shall be entitled to a refund of any fee already paid but the Committee shall not be liable to make any further payment to the Hirer in respect of loss of revenue etc.
13. **End of Hire:** The Hirer shall be responsible for leaving the court and enclosure in a clean and tidy condition, properly locked and secured (unless directed otherwise). All litter must be taken off site and disposed of. The Committee shall be at liberty to make an additional charge if there has been a failure to clean and tidy satisfactorily.
14. **Data Protection:** Clapham-cum-Newby Village Hall uses personal data for the purpose of managing the hall, its bookings and finances, fundraising and running and marketing the events in the hall. Data may be retained for up to 7 years for accounts purposes and for longer when required e.g. by the hall's insurers. If you would like to find out more about how we use your personal data or want to see a copy of the information about you that we hold, please contact the Hall Secretary.