



Standard Conditions of Hire

We and you hereby agree that the Standard Conditions of Hire (see below), together with any additional conditions imposed under the Premises Licence or that we deem necessary form part of the terms of this Agreement unless we and you agree in writing. If you are in any doubt as to the meaning of any of the Conditions, you must seek clarification from us without delay.

1. Age

You, not being a person under 18 years of age, hereby accept responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all Standard Conditions under this Agreement relating to management and supervision of the premises are met.

2. Supervision

You agree with us to be present (by your authorised representative, if appropriate) during the hiring and to comply fully with this Agreement.

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.

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.

3. Use of premises

You must not use the premises (including the car park) for any purpose other than that described in the Agreement. You must not sub-hire or use the premises or allow the premises to be used for any unlawful or unsuitable purpose. You must not in any unlawful way do anything to bring on to the premises anything which might endanger the premises or render invalid any insurance policies covering the premises.

The hire period must include set-up and clear-up times. The premises must not be accessed outside of the agreed hire period and must be vacated promptly at the end of the hire.

The Centre management committee reserve the right to enter the hall at any time during an event if it has reason to believe there may be a problem, and to impose further conditions or

curtail the event as it considers necessary due to impropriety of use or for the welfare of guests or the safety of the building.

The Community Centre is administered in accordance with the Constitution of the Valley Park Community Association and is bound by the terms of lease from the landlord Test Valley Borough Council.

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

Main Hall	80
Room 1	30
Room 2	20
New Hall	50

4. Hire Fee

For children's parties (under the age of 18), a special deposit of £30 is required. For all other one-off events, a deposit of £100 is required. This is in addition to the hire charge.

You will be invoiced for both the deposit and hire fee once your booking has been accepted and section 7 signed by both parties. The balance must be paid in full immediately on receipt. BACS payments are acceptable, whereby the invoice number should be referenced for any payments made. Cheques must be made payable to "Valley Park Community Association".

We will refund the deposit within 28 days of the termination of the period of hire provided that no damage or loss has been caused to the premises and/or contents, nor complaints made to us about noise or other disturbance during the period of the hiring as a result of the hiring. This includes return of any keys issued.

Regular hirers will be invoiced monthly in advance and payment terms are strictly 30 days from the date of the invoice. The agreed hourly rate is subject to change at our discretion.

5. Insurance and indemnity

- (i) You are liable for:
 - (a) 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
 - (b) costs arising from accidental and malicious loss or damage and for loss or damage arising out of your negligence done to our WiFi service
 - (c) 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/or 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
- (ii) We will take out adequate insurance to insure the liabilities described in sub-clauses (i)(a) and (b) above and may, in our discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (i)(c) and (d) above. We will claim on our insurance for any liability you incur but you must indemnify us against:
 - (a) any insurance excess incurred and
 - (b) the difference between the amount of the liability and the monies we receive under the insurance policy.
- (iii) Where we do not insure the liabilities described in sub-clauses (i)(c) and (d) 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 to our Hall Secretary. If you fail to produce such policy and evidence of cover, we will cancel this Agreement and re-hire the premises to another hirer.

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

6. Additional conditions for use with commercial and group hirers

You must ensure that you have relevant Public Liability Insurance and a relevant risk assessment in place prior to the commencement of your booking. You must be prepared to share this if requested.

Your risk assessment must include reference to your emergency evacuation plan stating how you will evacuate attendees to the Fire Assembly Point within 2.5 minutes and account for any activities that may impact this escape. A copy of the venue Fire Policy is available for reference.

You agree to read and comply with the venue Health & Safety Policy, Safeguarding Policy, Fire Policy and risk assessment. You will consider additional issues specific to your hire and include these in your risk assessment.

7. Premises Licence

The hall does not have a licence with the Performing Rights Society (PRS) for the performance of copyright music, or from Phonographic Performance Licence (PPL). We have a Premises Licence authorising regulated entertainment only. You hereby acknowledge receipt of a copy of the conditions of the Premises Licence and/or Operating Schedule for the premises, in accordance with which the hiring must be undertaken, and agree to comply with all obligations therein.

- (i) You agree that if regulated entertainment, not covered by our Premises Licence, is to be held you must obtain our consent to give notice of a Temporary Events Notice (TEN) to the licensing authority (Test Valley Borough Council). We will advise if a TEN is not needed.
- (ii) You agree to give us notice of your intention to provide alcohol at the event and to give notice of a TEN to the licensing authority, Test Valley Borough Council.

If you fail to comply with (i) or (ii) above, we will cancel the hiring without compensation. This is because there is a limit on the number of TENs that can be granted annually for any premises. Lack of co-operation could affect future fundraising by us and by local voluntary organisations.

8. 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.

9. Music Copyright licensing

We do not hold relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL), therefore where appropriate, you must hold such licence(s).

10. 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.

11. Film

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

Performances involving danger to the public or of a sexually explicit nature are not permitted.

12. 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.

You must comply with current counter-radicalisation and security legislation. No activity which may be construed as drawing people into terrorism is permitted to take place in accordance with the Counter-Radicalisation and Security Act 2015 and any subsequent legislation.

A copy of our Safeguarding Policy can be found in a file on the main kitchen countertop. This includes details of the Designated Safeguarding Lead/s. If you would more information regarding these conditions, please contact safeguarding@valleyparkcommunity.co.uk.

13. Public safety compliance

You must comply with all conditions and regulations made in respect of the premises by the Local Authority (Test Valley Borough Council), 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.

It is your responsibility to ensure that you are aware of the Health and Safety at Work Act 1974 and to take reasonable precautions to ensure that activities are carried out in a reasonable way. A copy of the Centre Health and Safety Policy and Fire Policy are available from the Centre Manager and on the website. You must familiarise yourself with these policies.

You must call the Fire Service to any outbreak of fire, however slight, and give details to our Centre Manager.

(i) You acknowledge that you 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.

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

- That all fire exits are unlocked, and panic bolts are in good working order.
- That all escape routes are free from 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 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.

14. Noise

You must 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.

15. 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.

16. 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 fridge and a thermometer.

Under the Food Safety Act 1990, it is the responsibility of the persons providing food for any event held in the Centre to ensure that they are aware of and abide by the legal requirements. The management committee is not responsible for any food brought into the Centre. If multiple hirers use the kitchen concurrently, then appropriate food preparation procedures must be followed to ensure there is no cross-contamination.

17. 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.

Certification of PAT tests and public liability insurance are required for any electrical equipment that you bring onto the premises. Certification must be produced on request.

Copies of certificates of insurance may be required before a booking can be confirmed. Without adequate insurance cover such equipment must not be used. Hirers may be asked to remove such equipment from the premises.

18. 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 or we will charge fees each day or part of a day at the hire fee per hiring until the same is removed.

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 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 dispose of any property brought on to the premises for the purposes of the hiring.

19. Smoking

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. Valley Park Community Centre has a no smoking policy, this applies to the entire building, playground, and grounds.

20. 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. You must report certain types of accident or injury on a special form to the Incident Contact Centre. Our Hall Secretary 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).

21. Explosives and flammable substances

You must ensure that:

- (i) Highly flammable substances are not brought into, or used in any part of the premises.

- (ii) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are erected without our consent.

22. Heating

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

23. Animals

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

24. 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 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.

25. Sale of goods

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 any discounts offered are based only on Manufacturers' Recommended Retail Prices.

26. WiFi Services

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

- (i) 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, results in civil liability or otherwise breaches and applicable laws, regulations or code 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;

- (ii) 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.

27. 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
- (v) if you use our WiFi service in contravention of the terms of these Standard Conditions.

28. Availability of WiFi Services

- (i) 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.
- (ii) 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.
- (iii) 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.

29. Privacy and Data Protection

- (i) We may collect and store personal data through your use of our WiFi service.
- (ii) 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.
- (iii) By using our WiFi service, you agree to the terms of this clause 26. If you would like more information or object to anything in these conditions, you should email treasurer@valleyparkcommunity.co.uk.

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

- (i) 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, 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; and
 - (d) making, transmitting or storing electronic copies of material protected by copyright without permission of the owner
 - (e) 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.

30. Availability of Sound System

Although we aim to offer a sound system in the Main Hall, we make no promise that the sound system will meet your requirements. We cannot guarantee that our sound system will be fault-free or accessible at all times.

31. Inflatables

Valley Park Community Association will accept no responsibility for any accidents occurring from the use of Inflatables (Bouncy Castles or similar). Hirers using inflatables do so at their own risk.

The use of inflatables is allowed under the following conditions:

- (i) When booking, the hirer must declare that they intend to have an inflatable by submitting a “DECLARATION – Use of Inflatables” form. This declaration will imply a commitment to make sure that:
 - (a) The inflatable will be supervised by an adult (over 18).
 - (b) Public liability insurance will be provided either by the supplier or the hirer.
- (ii) Before the booking commences, the hirer must confirm that insurance is in place, and must be prepared to provide evidence for this.

The Association reserves the right to prohibit the use of inflatables, or even cancel the booking if appropriate evidence is not provided on request.

The Association insurance doesn’t cover use of inflatables. The Association is only responsible for advising hirers that they must put appropriate arrangements in place.

Any responsible supplier of an inflatable must have insurance, but often their public liability insurance will only apply if they are present and supervise the use of the inflatable. If they are not present and their cover doesn’t apply, then the hirer is responsible for providing public liability insurance and for supervision of the inflatable by an adult over 18.

It is the responsibility of the hirer to investigate what cover is provided by the supplier and when they should buy additional cover themselves. Insurance for a one-off event can be purchased.

32. Cancellation

You may cancel the booking by giving at least two weeks written notice.

Where you cancel the booking fourteen days prior to the event and we are unable to conclude a replacement booking, we may, in our complete discretion, return the deposit or require payment of the hire fee.

Cancellations made with less than 2 weeks’ notice are liable to payment of the whole hiring charge.

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 Parliamentary or Local Government election or by-election;
- (ii) our reasonably considering that
 - (a) such hiring will lead to a breach of licencing 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;
- (iii) the premises becoming unfit for your intended use;
- (v) 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.
- (vi) force majeure as determined by the management committee.

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.

33. 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.

34. 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.

35. No rights or benefits

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

None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.