



Cliddesden Millennium Village Hall

Church Lane, Cliddesden, Hampshire RG25 2JQ

Registered Charity No. 257526

CONDITIONS OF HIRE OF THE CLIDDES DEN MILLENNIUM VILLAGE HALL

Effective from 9th February 2024 until further notice.
Including the requirements of The Licensing Act 2003.

1. GENERAL CONDITIONS

- a) All lettings are at the discretion of the Village Hall Management Committee (the Committee) and hiring may be refused without the Committee giving reasons.
- b) The booking will not be secured until the booking deposit is paid in full, and the Hall reserves the right to offer that date and time to other Hirers until that time. The Hall reserves the right to withhold part or all of the deposit in the event of cancellation of the booking.
- c) The Hire will not be able to go ahead unless the booking fee is paid in full before the hire date and the Booking Form is returned in advance, completed and signed appropriately.
- d) In the event of Cliddesden Millennium Village Hall (the Hall) or any part of the premises, including the grounds, becoming unfit for the purpose for which it has been hired, or if the premises are required by the Local Authority for Polling Station use, or if the Hall has to close due to Health and Safety concerns, the Committee shall advise the Hirer as soon as possible. The booking fees and deposit (if any) will be refunded to the Hirer but no further liability or payment will arise under any consequence and the Committee shall not be liable to the Hirer for any resulting loss or damage whatsoever.
- e) All Hirers must be over the age of 21.
- f) The Hirer is responsible for all parts of the premises, including the fabric of the building, the environs, all fixtures, fittings and equipment therein, and for ensuring no damage is caused however slight. Hirers should note that this includes, but not exclusively, that screws, nails or other fixings must not be used on the fabric of the Hall, and that any decorations must not cause damage or obstruct exits. Modification to electrical wiring or any equipment is not permitted. The Committee will recover from the Hirer the cost of repairing any damage.
- g) The Hirer shall not use the Hall for any purpose other than the purpose of hire as described in the "Booking Form And Agreement For Hire Of The Hall" and shall not sub-hire the Hall.
- h) The Hirer shall not allow the Hall to be used for any unlawful purpose or in any unlawful way. Hirers should note that this includes, but not exclusively, contravention of the law relating to gaming, betting, and lotteries, the law relating to food, health and hygiene; and the law relating to children including the Children Act 1989.
- i) The Hirer undertakes to leave the Hall, its contents and the whole site in a clean and tidy condition and to remove any equipment or appliances brought onto the premises. The Committee will recover from the Hirer the cost to reinstate the Hall to the condition it was in at the start of the Hire. The Committee will not be responsible for anything left on the Hall premises by the Hirer or users.



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2. LICENSING ACT 2003

The Hall has a Premises Licence (Number 18/00096/PremV) issued by Basingstoke & Deane Borough Council for Music and Dancing and for the Sale of Alcohol. The Licence is kept on the Hall premises under the control of the Committee. The Hirer is responsible for ensuring compliance with that Licence during the period of hire to the extent applicable and as the delegated responsible person where appropriate and required by the Licence. In particular the Hirer is responsible for:

- a) the behaviour of all persons on the Hall premises, including when arriving or leaving, and for the observance by them of public order, noise, decency, and the avoidance of drunken or disorderly conduct, including ensuring that drunken or disorderly persons are not admitted to the premises.
- b) Ensuring that the safety and evacuation requirements are complied with and understood by those present. The Hirer must take all care to avoid fire risk, and must ensure all users are aware of the location of the Hall exits and firefighting equipment.
- c) Ensuring that the permitted time for carrying out the licensable activities is not breached.
- d) Ensuring that the sale of alcohol is made only by an individual holding a valid Personal Licence and staff he/she has trained and authorised to allow the sale or supply of alcohol. The Hirer must inform the Bookings Secretary of the name and address and Personal Licence Number of the person appointed at least two weeks before the hire commences. Failure to do so will result in the hire being deemed to have been terminated with loss of deposit if appropriate.
- e) Ensuring compliance with the Hall's Age Verification Policy (available separately) aimed at ensuring that no alcohol is sold to anyone under 18 years of age.
- f) Ensuring compliance with any other conditions detailed in the Hall's Premises Licence (available separately) that is not specifically covered in this document, including adherence to the availability of the minimum measures and availability of free drinking water on demand.
- g) Temporary Event Notice (TEN)
The Hall's Premises Licence defines the premises and alcohol licensing conditions that must be adhered to by all Hirers. Temporary Event Notices (TENs) should not be required and will not be accepted by the Hall without prior consideration and written permission given by the Committee. Please contact the Bookings Secretary in the first instance.

3. OTHER LICENCES AND REGISTRATIONS

It is the Hirer's responsibility to obtain any additional licences and registrations. Examples include:

- a) Licences for the sale or supply of alcohol.
- b) Licences for performing rights and the public performance or playing of music. Note:
 - o PPL UK licenses the playing of sound recordings with the royalties going to the artists, performers and recording companies.
 - o PRS for Music licenses the public performance of musical compositions with royalties going to the songwriters, composers and music publishers and is covered by the Hall's licence.



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Commercial hirers (i.e. where the Hirer makes a charge for admission or otherwise makes a financial gain from the hire of the Hall) require their own PPL Licence if they use PPL-controlled music. The Hall's own PPL licence does **not** extend to the Hirer (unlike the PRS licence).

Hires of a purely domestic or family nature (such as a wedding reception, party or gathering where the attendance of guests is by personal invitation only with no charge made for admission) do not require these licences.

- c) Food Hygiene and Environmental Health Authority requirements for cooking or serving meals (refer to the Food Hygiene Regulations (England) 2005, effective from 1 January 2006).
- d) Appropriate insurance to provide adequate cover for any liability of the Hirer arising from the activities being carried on during the hire.
- e) Complying with all conditions and regulations made in respect of the premises by the fire authority, the local authority and the local magistrates' court or otherwise.

4. EXTRA CONDITIONS APPLICABLE WHERE ALCOHOL IS AVAILABLE

The Committee requires that alcohol can only be sold by a person holding a Personal Licence who is responsible for the proper regulation of the sale of alcohol.

In addition, the following Hall Hiring Conditions apply to all functions where alcohol is available including:

- where a licensed bar is provided
 - where users are provided with alcohol as part of the function, either free or as part of a ticket price
 - where users bring their own alcohol
- a) The Deposit is increased to £250. The deposit will be lost in the circumstances shown on the booking form.
 - b) Two persons (including the Hirer if appropriate) over the age of 25 must guarantee that the function will comply with the Licence Conditions concerning behaviour, lawful use, cleanliness and times. That is, that all persons on the Hall premises will observe public order, noise and decency; that the premises will not be used for any unlawful purpose or in any unlawful way; to leave the premises, its contents and the whole site in a clean and tidy condition and to vacate the site at the agreed time.

5. INSURANCE AND INDEMNITY:

The Committee has full Insurance cover, including Public Liability, for use of the Hall by the Committee and for events run under the auspices of the Committee. To avoid duplication the Hall Insurance does NOT cover any Hirer where it would be expected that such Hirer should have their own insurance in place, such as by Associations, Clubs and Groups or where charges are made for attendance. Whilst not a condition of booking, the Committee strongly advise that private hirers also consider suitable insurance cover.



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The Hirer will be liable for:

- a) Costs arising from accidental and malicious loss or damage and for loss or damage arising out of the Hirer's 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 the Hirer's negligence done to the Hall's WiFi service.
- c) All claims, losses, damages, and costs made against or incurred by The Hall, its employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of the Hirer's use of the premises (including the storage of equipment) and the Hirer's use of the Hall's WiFi service.
- d) All claims, losses, damages and costs made against or incurred by the Hall as a result of any nuisance caused to a third party as a result of the Hirer's use of the premises and/or the use of the Hall's WiFi service, and the Hirer must indemnify the Hall against such liabilities.

6. SAFEGUARDING

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 the Hirer's Safeguarding Policy and evidence that the Hirer has 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.

7. RISK ASSESSMENTS

The Hirer is responsible for determining if any activity carried out at the Hall will require a Risk Assessment. If a Risk Assessment is deemed as necessary, then the Hirer is responsible for carrying out and documenting the Risk Assessment.

8. FIRE SAFETY AND FIRST AID

The Hirer must take care to avoid all fire risks and is responsible for fire safety and:

- a) Identifying all fire exits to Hall users and ensuring that all exits remain clear for the period of the hire.
- b) That fire precautions are observed.
- c) Should consider nominating a competent First Aider.

No cylinders of inflammable or combustible gas must be brought into the Hall (with the exception of oxygen for medical use).



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9. ELECTRICAL APPLIANCES

The Hirer shall ensure that any electrical appliances that are brought onto the premises are safe, in good working order, are used in a safe manner and have been PAT tested if required. The use of cable covers for trailing leads is strongly advised. The Hirer must mark as unsafe any equipment they feel is unsafe.

10. NAKED FLAMES

The Hirer must seek permission from the Committee for the use of naked flames, such as candles for table decorations, before use.

If the Committee grant permission for the use of naked flames, then the Hirer must ensure that the naked flames are not close to any other inflammable material such as paper or other combustible table decorations.

11. FIREWORKS

The Hall is situated within a rural location with livestock and stabling in close vicinity.

- a) Bringing fireworks into the Hall is strictly forbidden.
- b) Firework displays, or ignition of fireworks or similar devices for any reason, in the Hall's grounds is strictly forbidden unless express permission is sought from the Committee at the time of booking the Hall and confirmed in writing by the Committee.

12. SMOKING

In line with Health Act 2006, smoking is not permitted in any part of the building, including in the doorway at the main entrance. In addition the use of any electronic cigarette type devices is also not permitted in any part of the building, including in the doorway at the main entrance.

Failure to comply with this condition will result in the loss of £50 of the deposit. Damage to the building or contents associated with smoking will result in further loss of the deposit.

13. WORKING AT HEIGHT

Work at height must be done with ladders or step-ladders. If working at height is required, the Hirer must inform the Bookings Secretary or Caretaker and request the use of the ladders or step-ladders.

The Hirer must familiarise him/herself with safe working at height practices and is responsible for using any ladders and/or step-ladders safely.

The Committee shall not be liable to the Hirer for any resulting injury, loss or damage whatsoever relating to the improper or unsafe use of any ladders or step-ladders supplied to the Hirer.

14. WASTE AND REFUSE

The Hirer is responsible for the removal of all waste, refuse and recycling from the Hall at the end of the hire, with a proportion of the deposit being retained should waste, refuse or recycling be left in the premises or on the Hall grounds.



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15. VEHICLE ACCESS AND MOVEMENT

The Hall operates a 5mph maximum speed limit for the safety of all Hall users and in particular children or older people who could suffer serious injury if struck by cars or other vehicles.

The Hirer is responsible for all vehicle access and movement on the Hall grounds and must ensure that the Hall access road is not blocked such as to prevent the ingress or egress of emergency vehicles.

It is the Hirer's responsibility to consider whether any formal car parking control is required.

16. TELEVISION LICENSING

It must be noted that the Hall does not have a TV licence.

In line with TV Licensing legislation, Hirers accessing TV on the Hall premises do so for their own personal use and can only do so on mobile devices not connected to the mains power.

The Hirer is responsible and liable for any fines issued as a result of any breach of the TV Licensing legislation during their period of hire.