

Porlock Village Hall Terms and Conditions of Hire

Registered Charity 304614

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

Terms applicable throughout this Agreement:

- Porlock Village Hall hereinafter referred to as "the charity" (Registered Charity 304614) is referred to as "we" or "our" and is to be construed accordingly and "we" and "us" means and includes the Porlock Village Hall Management Committee, trustees, employees, volunteers, agents and invitees.
- The Hirer is referred to as "you" and "your" and is to be construed accordingly; "you" also includes the members of your Management Committee (if appropriate), your guests, employees, volunteers, agents and all other invitees.
- Porlock Village Hall is referred to as "the Premises"
- The "hiring" and "booking" of all rooms in the Premises is by timed session, namely morning, afternoon or evening. (charges and session times are shown on our website). Hire of a part session will normally result in a fee payable for the whole session. Note: There is a 30 minute changeover/safeguarding interlude between each session.

1. Hirer Responsibility

You, not being a person under 21 years of age, hereby accept responsibility for always overseeing and being on the Premises when the public is present and for ensuring that all Standard Conditions under this Agreement relating to management and supervision of the Premises are met.

2. Supervision of Premises

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 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 adjacent car park which is leased and operated by Porlock Parish Council) 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 nor allow the consumption of alcohol without our permission.

Our Premises Licence specifies the maximum number of persons that can be accommodated in each of the two halls when either dancing or seated. The Booking Officer can provide you with further information.

You are responsible for all matters within your control, including safety and ensuring that the number of persons attending is within the limits set out in the Premises Licence. You agree not to exceed the maximum permitted number of persons including the organisers, entertainers, performers, staff and public.

Porlock Village Hall Booking Officer, on behalf of the trustees, has the right to refuse any booking for whatever reason, including its intended use, failure to safeguard children or vulnerable persons, concern over potential noise levels, concern over other nuisances especially to neighbours and/or any other concern about your ability to take responsibility for your use of the Premises during the period of hire.

4. Cancellation of booking

If a regular user, occasional user or one-off booking is cancelled within 14 days of the date of the event and we are unable to conclude a replacement booking, we may require a cancellation fee equivalent to the full hire charge (less any deposit that has been paid). The Committee may waive the cancellation fee at its sole discretion.

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 or other legal or statutory requirements, or (b) unlawful or unsuitable activities will take place at the Premises because of this hiring.

(iii) the Premises becoming unfit for your intended use.

(iv) 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.

5. End of hire

You are responsible for leaving the Premises, curtilage and surrounding area in a clean and tidy condition, all external doors (including emergency exit doors) properly locked and secured unless directed otherwise, all water taps in the kitchen, serverly and lavatories turned off, and any contents temporarily removed from their usual positions properly replaced, otherwise we may make an additional charge.

You will remove all waste and rubbish caused or accumulated on site through your use of the Premises and take responsibility for its safe disposal. We may, at our discretion, apply an additional charge, or withhold all or part of any deposit paid to cover the cost of additional cleaning if you fail to adhere to this clause.

6. 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 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.

7. Insurance and indemnity

(i) You are liable for:

- (a) the cost of repair of any damage (including accidental and malicious damage) done to any part of the Premises including its curtilage or its contents or the adjacent car park operated by Porlock Parish Council
- (b) the cost of repair of any damage (including accidental and malicious damage) done to our Wi-Fi 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 because of your use of the Premises (including the storage of equipment) and your use of our Wi-Fi service; and
- (d) all claims, losses, damages and costs made against or incurred by us because of any nuisance caused to a third party because of your use of the Premises and/or the use of our Wi-Fi service and, subject to sub-clause (ii), you must indemnify us against such liabilities.

(ii) We will take out adequate insurance to insure the liabilities described in sub-clauses (i)(a) and (b) above and may, at 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, e.g. business activities by commercial organisations, 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 Booking Officer. 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.

8. Bouncy Castles (Inflatables)

Porlock Village Hall is not insured for Hirers' use of bouncy castles or similar inflatables devices on the Premises.

When booking Porlock Village Hall, you must declare if you intend to have a bouncy castle at your event. If so, then at the time of booking, you must provide documentary evidence that you have obtained insurance covering third party liabilities, and that the owner of the bouncy castle also has insurance to cover any material damage caused as a result of its use at Porlock Village Hall.

9. Commercial hire

If you are a commercial hirer, i.e. a hire by a business or an individual whose hiring is in furtherance of their business, the main goal of which is to earn profit from the sale of goods or services, you must understand that it is important that commercial use of a charitable hall does not interfere with its prime use which is for the benefit of local inhabitants.

Porlock Village Hall is a charity held in Trust which requires the Management Committee to ensure that the hall is administered in accordance with the Trust. Accordingly, we are bound to preserve and hereby reserve the right to terminate this Agreement by not less than seven days' notice in writing to you in the event of the hall being required on the same date/time for the fulfilment of its charitable purposes.

In the event of such termination by us, we will refund to you all monies paid by you to us. We will not, however, be liable to make any further payment to you in respect of expenses, costs or losses incurred directly or indirectly by you in relation to any such termination.

10. 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.

11. Music Copyright licensing

Porlock Village Hall holds appropriate Performing Right Society (PRS) and Phonographic Performance (PPL) Licences.

12. 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.

13. 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. (The Deregulation Act 2015 requires you to have our written permission to show a film. Subject to you having the appropriate copyright licences, this agreement confers that permission).

14. Safeguarding children, young people and vulnerable adults

You must ensure that any activities for children, young people and vulnerable adults are only provided by fit and proper persons in accordance with the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation.

Where the premises are used for activities (other than private functions) involving children, young person or vulnerable adults, the Hirer must have a protection (safeguarding) policy. You must provide us with a copy of your Safeguarding Policy and ensure all relevant safeguards are put in place during the duration of your hire.

Unless all rooms are booked by the same hirer, there is the potential for multiple simultaneous occupation of some hall facilities by the hirer and other users e.g. sharing of kitchen and/or toilet facilities. All hirers are advised to consider the implications and determine measures that may be necessary to ensure effective safeguarding.

15. 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 risk assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided (see guidance below) or which is attended by children.

You must call the Fire Service to any outbreak of fire, however slight, and give details of any outbreak to our Hall Secretary or Booking Officer.

(i) You acknowledge that you have received instructions 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 emergency exit door fastenings.
- The importance of any fire doors and of closing all fire doors at the time of a fire.
- Location of first aid boxes in the bar area of the Premises and in the disabled lavatory.

(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 bars on the emergency doors are in good working order.
- That all escape routes are free of obstruction and can be safely used for instant 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 illuminating all exit signs and routes is turned on during the whole of the time the Premises are occupied. Emergency lighting in Porlock Village Hall is operated automatically in the event of mains failure.

16. 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.

17. Sale or supply of alcohol

Hirers of Porlock Village Hall who would like to sell alcohol and require a licence, may do so under the Village Hall Premises Licence subject to the following:

- Permission is sought via the Booking Officer and a Responsible Person is designated. (This will normally be the Hirer)
- The Responsible Person and appointed bar staff read the guidance at the end of these terms and conditions.

18. Drunk and disorderly behaviour and supply of illegal drugs

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

- (i) no one attending the event consumes excessive amounts of alcohol
- (ii) drunk and disorderly behaviour is not permitted either on the Premises or in its immediate vicinity. You 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.
- (iii) no illegal drugs are brought onto the Premises or used in the vicinity of the Premises.

19. Food, health and hygiene

You must, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. 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 freezer and refrigerators.

20. Electrical appliance safety

You must ensure that any electrical appliances brought by you to the Premises and used there are safe. Portable appliances must have been tested and certified safe in the preceding 12 months, be 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.

21. 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, at our discretion, dispose of any items seemingly abandoned on the property 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 dispose of any property brought on to the Premises for the purposes of the hiring.

22. Smoking and Vaping

You must comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Vaping is not permitted inside the Premises. You will ask

any person who breaches these provisions to leave the Premises. You must ensure that anyone wishing to smoke or vape does so outside and disposes of cigarette ends, matches, vaping paraphernalia etc. in a tidy and responsible manner, and so as not to cause a fire.

23. 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 Booking Officer or Chair 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).

24. 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.

25. 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.

26. Animals

You must ensure that guide dogs, hearing dogs and assistance dog owners are allowed on the Premises.

27. 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 us 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.

28. 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.

29. Wi-Fi Services

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

- (i) not to use the Wi-Fi service for any for 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 code of practice;
 - (c) interfering with any other persons use or enjoyment of the Wi-Fi 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 Wi-Fi service security procedure confidential and not to disclose it to any third party.

Termination of the Wi-Fi service

We have the right to terminate our Wi-Fi 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 Wi-Fi service;
- (iii) if, in our opinion, you are involved in fraudulent or unauthorised use of our Wi-Fi service;
- (iv) if you resell access to our Wi-Fi service; or
- (v) if you use our Wi-Fi service in contravention of the terms of these Standard Conditions.

Availability of Wi-Fi Services

(i) Although we aim to offer the best Wi-Fi service possible, we make no promise that the Wi-Fi service will meet your requirements. We cannot guarantee that our Wi-Fi service will always be fault-free or accessible.

(ii) It is your responsibility to ensure that any Wi-Fi enabled device used by you is compatible with our Wi-Fi service and is switched on. The availability and performance of our Wi-Fi service is subject to all memory, storage and any other limitations in your device. Our Wi-Fi 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 interruptions or performance issues with our Wi-Fi 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 Wi-Fi service. Network speed is no indication of the speed at which your Wi-Fi enabled device, or our Wi-Fi service sends or receives data. Actual network speed will vary based on configuration, compression and network congestion.

30. Privacy and Data Protection

(i) We may collect and store personal data through your use of our Wi-Fi service.

(ii) We may process all information about you which is provided in relation to our Wi-Fi service in accordance with your legal rights under the Data Protection Act 2018 and solely for the purposes of offering the Wi-Fi service.

(iii) By using our Wi-Fi service, you agree to the terms of this clause 29. If you would like more information or object to anything in these conditions, you should speak to the Chair of Porlock Village Hall Management Committee.

31. No rights

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

You must confine your employees, volunteers, agents and invitees to only those parts of the Premises which have been included in the hire agreement.

Approved by PVH Management Committee 30 June 2025

Porlock Village Hall Guidance on the Sale of Alcohol

Council licensing regulations

Licensing law requires that there is a licence for the sale of alcohol at all events. You are selling alcohol if:

- You are charging for alcoholic drinks at any event
- If the event is ticketed and you are providing a free drink. (This is seen as selling as the cost is included in the ticket price and / or the organisation providing the alcohol is providing the free drink)
- If the event has an entrance charge and you are providing a free drink.

A licence is not required when: -

- The event is free and drink is provided for free (for example, a family wedding or party where alcohol is not charged for).
- If people bring their own drink with them to consume on the Premises.
- If alcohol is donated by an individual (not an organisation charging for entrance).

Sale or supply of alcohol

For Hirers of the Porlock Village Hall who would like to sell alcohol and require a licence, they may do so under the Village Hall Premises Licence on the following conditions:

- Permission is sought (via the Hire Agreement) and the Hirer designates a Responsible Person. (This will normally be the person named in the hiring agreement)
- The Responsible Person and appointed bar staff must have read the following Guidance.

Selling or providing alcohol in Porlock Village Hall

To stay within the law and avoid prosecution, stick to the rules:

- Do not allow anyone under 18 to sell alcohol unless authorised by an approved person at the time of sale.
- Do not sell to anyone who is drunk.
- Do not sell alcohol outside of the hours stipulated in your hire agreement i.e. the terms of the Hall Premises Licence.
- Do not sell to young people under 18. We ask Hirers to operate the Challenge 25 policy and apply the following principles: -
 - **Be Cautious** – it is very hard to tell a young person's age, so ensure that you check even those that look older than 18. We call this 'challenge 25'. If they look 25 or under, then check for proof.
 - **Be Consistent** – always check, even if you think you've served the young person before, or you are certain they are of the right age.
 - **Be Courteous** – if you must refuse a sale explain that you are complying with the Law and advise the young person that they can obtain a proof of age card.
 - **Be Careful** – there is evidence that bar staff can often fail to challenge underage purchasers if they feel afraid of the consequences. Make sure alcohol is only sold from inside the bar area.

IT IS AN OFFENCE TO PURCHASE OR ATTEMPT TO PURCHASE ALCOHOL IF YOU ARE UNDER THE AGE OF 18 (section 147 Licensing Act 2003)