
Arkenstall Village Centre

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Standard Conditions of Hire

These conditions apply to all hiring of the Arkenstall Village Centre (AVC). If the Hirer is in any doubt as to the meaning of the following, the AVC's Facilities manager should be consulted immediately.

The Rights of the AVC Management Committee

1. Right to refuse entry

The right to refuse any application received for the hire of the hall, or to refuse admission to any individual without assigning any reason, is reserved to the Committee or to the Chairman of the Committee acting on their behalf, provided that the Chairman will report his or her action to the next meeting of the Committee.

2. Right of entry and access

The Management Committee, its Officers, Servants and Agents have the right to enter any part of the premises at any time.

The Hirer

3. Age

The Hirer must not be under 18 years of age.

4. Responsibilities

4.1 The Hirer shall be in charge of and on the premises at all times during the hire period when the public are present and will be responsible for ensuring that all conditions under the Hiring Agreement relating to management and supervision of the premises, are met.

4.2 The Hirer shall, during the hire period, be responsible for: supervision of the premises, the fabric and the contents; their care, safety from damage however slight (including that arising from the use of blue-tack or other adhesive products) or change of any sort; and the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to allow access for emergency services and to avoid obstruction of the highway. The Hirer shall 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 any of which must be reported to the Facilities manager as soon as is practicable after the conclusion of the hire period.

5. Compliance with the Children Act 1989

The Hirer must ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 (www.legislation.gov.uk/ukpga/1989/41) and that where appropriate only fit and proper persons who have passed the Disclosure and Barring Service checks have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Hirer shall provide the AVC Management Committee with a copy of their Disclosure and Barring Service check and Child Protection Policy on request.

Permitted activities and other statutory conditions

6. Maximum permitted numbers

The maximum permitted number of people per room (including organisers, members of the public, performers, bar staff, kitchen staff, stewards, and any other staff):

	Public dancing (chairs around room)	Public Performance (seated audience)
Main Hall - 16.6m x 11.5m. 188 sqms. not including stage Seated around tables – 150/160 recommended	200	250 in rows
Room 1 - 8.3m x 5.5m – 45 sqms	40	40 in rows
Room 2 - 9.2m. x 7.3m – 65 sqms	50	60 in rows
TOTAL FOR THE CENTRE	300	

The Hirer should have measures in place to monitor total number of people in the room(s) they have booked.

7. Stewards and other members of staff

- 7.1 If tickets are sold, hirers are responsible for stewards, insurance etc. Stewards on duty must be easy to identify. In addition to the Hirer, there should be a minimum of competent attendees on the premises as follows:

Two adult stewards for up to 100 people
Three adult stewards for 100-200 people
Four adult stewards for more than 200 people

Where the audience consists wholly or mainly of children under 14 years at least one adult steward shall be provided for every 50 children or part thereof. Additional stewards shall also be provided where the audience contains many people with disabilities. Everyone on duty must have been instructed in their essential responsibilities in the event of fire or other emergency.

- 7.2 There should be one first aider for every 250 people.

8. Use of premises

The Hirer shall not use the premises for any purpose other than that described in this Hiring Agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.

9. Licence details and conditions

- 9.1 The AVC has a Premises Licence authorising the following regulated entertainment and licensable activities at the times indicated within the licence (details on display at the Centre):
- | | |
|--------------------------------------|---|
| a. The performance of plays | g. The performance of dance |
| b. The exhibition of films | h. Entertainments similar to those in a – g |
| c. Indoor sporting events | i. Making music |
| d. Boxing or wrestling entertainment | j. Dancing |
| e. The performance of live music | k. Entertainment similar to those in i – j |
| f. The playing of recorded music | l. The sale of alcohol |

If the Hirer wishes to use the premises for licensable activities which are not listed, he or she may do so provided that he or she holds the relevant licence and he or she has obtained the prior permission of the AVC Management Committee.

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- 9.2 Where a licensable activity is to take place, it is the Hirer's responsibility to undertake the hiring in accordance with the conditions of the Licence.
- 9.3 The AVC has a licence with the Performing Right Society for the performance of copyright music, but the Hirer is responsible for ensuring that he or she fulfils the requirements of the Performing Rights Society licence.
- 9.4 All conditions attaching to the granting of stage plays or other licences must be strictly observed.

10. Dangerous and unsuitable performances

Performances involving danger to the public or of a sexually explicit nature shall not be given.

11. Gaming, betting and lotteries

The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting, and lotteries.

12. Film shows

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film.

13. Sale of goods

The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

Booking Administration

14. Payment for hire

Once a Booking Request Form has been approved by the Facilities manager, confirmation with invoice for the booking fee and deposit (if applicable) must be received by BACs using the invoice number as reference by return.

15. Regular hire

Regular Hirers will be subject to a 2-month probationary period, following which the Village Centre may at its discretion decide to renew or cancel the Hiring Agreement. During any regular hire period the Village Centre may, subject to 2 months' notice to the Hirer, suspend the hire on an occasional basis in order to allow other organisations, who might otherwise be prohibited from using the Centre, to hire the Centre for a specific event. In any of the circumstances described above, the Village Centre undertakes to refund to the regular hirer any hire fees relating to the cancelled period(s) of hire, but no further monies will be paid for any actual or presumed loss of profit or for any other cause. Hirers are required to give the Facilities manager a minimum of 6 weeks' notice either of occasional cancellation, or termination of the Hiring Agreement.

16. Hire period

The hiring period shall be between the times specified in the confirmation of booking. The Hirer should include time needed for preparation and clearing up in establishing the total period of hire required. The hirer is responsible for making sure that the Village Centre is not left unattended and/or unsecured at any time during, or at the end of the hire period. Hirers will not be allowed access to the Centre before the hire starts unless with the approval of the Facilities manager. Adequate time should be allowed at the end of events to ensure that the

Village Centre is vacated at or before the end of the hire period, so as not to interfere with the needs of other users and to observe the Public Entertainment Licence Conditions for hours of use.

17. Cancellation by the hirer

If the Hirer wishes to cancel the booking before the date of the event and the AVC is unable to conclude a replacement booking, a proportion of the hiring fee will be charged as below:

Notice less than	Part of the hiring fee charged
28 days	25%
21 days	50%
14 days	75%
7 days	Full fee

18. Cancellation by the AVC

The AVC reserves the right to cancel any hiring by written notice to the Hirer 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) the AVC Management Committee 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 the use intended by the Hirer,
- d) A civil emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion, water distribution point, or similar disasters.

In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the AVC shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

Care of the Premises

19. Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the Management Committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

20. Equipment

The AVC accepts no responsibility for any 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 must be removed at the end of each hiring.

Unless arranged otherwise with the Hirer, any equipment or property not removed at the end of the hiring will be disposed of without further notice and at the expense of the Hirer.

21. No alterations

No alterations or additions may be made to the Premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the Premises without the prior written approval of the Facilities manager. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the AVC remain in the Premises at the end of the hiring. It will become the property of the AVC unless removed by the Hirer who must make good to the satisfaction of the AVC any damage caused to the Premises by such removal.

22. No rights

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

23. End of hire

The Hirer shall be responsible for leaving the Premises and surrounding area in a clean and tidy condition. Any equipment and other items temporarily brought in must be removed promptly, and any contents temporarily removed from their usual positions must be properly replaced, otherwise the AVC shall be at liberty to make an additional charge. The Hirer shall be responsible for leaving the Premises properly locked and secured unless directed otherwise, in which case the Hirer must notify the Facilities Manager before leaving the Premises. The last Hirer to leave the building must switch off the lights.

Health and Safety**24. Public safety compliance**

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, the Arkenstall Centre's 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. The hirer shall also comply with the Arkenstall Centre's Health and Safety Policy.

24.1 The Hirer will ensure that they receive instruction in the following matters before the start of any hiring:

- the action to be taken in event of fire. This includes calling the Fire Service and evacuating the Premises safely to the assembly point adjacent to the re-cycling facilities in the car park.
- 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.

24.2 At the start of any hiring, the Hirer shall check the following items:

- that all fire exits are unlocked and panic bolts are in good working order.
- that all escape routes are free of obstruction and can be safely used.
- that any fire doors are not wedged open.
- that exit signs are illuminated.
- that there are no obvious fire hazards on the Premises.

24.3 The Fire Service shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Facilities Manager.

24.4 All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.

24.5 The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole of the time the premises are occupied.

24.6 Nothing shall be done that will endanger the policies of insurance relating to the hall or contents (see section 27).

25. Explosives and flammable substances

The Hirer shall ensure that:

- a) highly flammable substances are not brought into, or used in any part of the premises and that

- b) no internal decorations of a combustible nature (e.g. polystyrene, cotton wool, candles, T lights) shall be erected without the consent of the AVC Management Committee. No decorations are to be put up near light fittings or heaters.

26. Electrical appliance safety

The Hirer shall ensure that any electrical appliances brought by them to the Premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989

(www.hse.gov.uk/electricity/information/law.htm)

27. WiFi services

When using the WiFi service you agree at all times to be bound by the following provisions and 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 code of practice;
- c) interfering with any other persons use or enjoyment of the WiFi service; or making, transmitting or storing electronic copies of material protected by copyright without permission of the owner;
- d) 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.

28. Termination of the WiFi service

The AVC has the right to suspend or terminate the WiFi service immediately in the event that there is any breach of any of the provisions of these Standard Conditions including without limitation:

- a) if the Hirer uses any equipment which is defective or illegal.
- b) if the Hirer causes any technical or other problems to the WiFi service.
- c) if, in our opinion, the Hirer is involved in fraudulent or unauthorised use of the WiFi service.
- d) if the Hirer resells access to the WiFi service; or
- e) if the Hirer uses the WiFi service in contravention of the standard Conditions of Hire.

29. Availability of WiFi services

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

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

The AVC are not responsible for data, messages, or pages that the Hirer may lose or that become misdirected because of the interruptions or performance issues with the WiFi service or wireless communications networks generally. The AVC may impose usage, or service limits, suspend service, or block certain kinds of usage in our sole discretion, to protect other hirers of the WiFi service. Network speed is no indication of the speed at which your WiFi enabled device or the WiFi service sends or receives data. Actual network speed will vary based on configuration, compression and network congestion.

30. Use of Bouncy castles or similar play equipment

The Hirer shall ensure that all safety instructions given by the supplier of the bouncy castle are complied with and that the supplier has adequate insurance cover. The AVC has no insurance cover for Hirers using bouncy castles.

31. Health and hygiene

The Hirer shall, 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 and thermometer.

32. Smoking and the use of electronic cigarettes (e-cigarettes) and similar devices.

The building of the AVC is a smoke free premises. The Hirer shall, and shall ensure that the Hirer's invitees, comply with the prohibition of smoking in public places provisions of the Health Act 2006 (www.legislation.gov.uk/ukpga/2006/28) and regulations made thereunder. Please note that these same restrictions will also be applied to the use of e-cigarettes. Any person who breaches this provision shall be asked to leave the premises.

33. Animals

The Hirer shall ensure that no animals (including birds) except assistance dogs are brought into the premises, other than for a special event or in connection with organised dog training or dog shows agreed to by the AVC. No animals whatsoever are to enter the kitchen at any time.

34. Accidents and dangerous occurrences

The Hirer must report all accidents involving injury to the public to a member of the AVC Management Committee as soon as possible and complete the relevant section in the AVC's accident book (located in the cupboard next to the First Aid Box in the Utility Room behind the Kitchen). Any failure of equipment belonging to the AVC or brought in by the Hirer must also be reported as soon as possible. Certain types of accident or injury must be reported to the Incident Contact Centre. Information on how to do this is kept with the accident book. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR)

(<http://www.legislation.gov.uk/uksi/2013/1471/contents/made>)

The Incident Contact Centre can be contacted in either of the following ways:

- Website: www.hse.gov.uk/riddor/report.htm
- Telephone (for fatal and specified injuries only): 0345 300 9923 (opening hours Monday to Friday 8.30 am to 5 pm)

Insurance and indemnity**35. Liabilities**

35.1 The Hirer shall be liable for:

- a) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises
- b) all claims, losses, damages and costs made against or incurred by the AVC Management Committee, its employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of the use of the Premises by the Hirer, and
- c) all claims, losses, damages and costs made against or incurred by the AVC Management Committee, its employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the Premises by the Hirer, and subject to sub-clause (b), the Hirer shall indemnify and keep indemnified

accordingly each member of the AVC Management Committee and the AVC's employees, volunteers, agents and invitees against such liabilities.

- 35.2 The AVC has adequate insurance to insure the liabilities described in sub-clause 27.1a) above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses 27.1b) and 27.1c) above. The AVC shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of the AVC Management Committee and the AVC's employees, volunteers, agents and invitees against (i) any insurance excess incurred and (ii) the difference between the amount of the liability and the monies received under the insurance policy.
- 35.3 Where the AVC does not insure the liabilities described in sub-clauses 27.1b) and 27.1c) above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the AVC's Facilities manager. Failure to produce such policy and evidence of cover will render the hiring void and enable the Facilities manager to rehire the Premises to another hirer.
- 35.4 The Arkenstall Centre is insured against any claims arising out of its own negligence.

The Community

36. Nuisance

- 36.1 The Hirer shall ensure that in order to avoid disturbing neighbours to the AVC and avoid violent or criminal behaviour; care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises. No illegal drugs may be brought onto the premises.
- 36.2 The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, 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. Bottles should not be placed in the recycling facilities after 10pm.
- 36.3 Litter shall not be left in or about the hall premises.

37. Fly posting

Should the Hirer carry out or permit fly posting or any other form of unauthorised advertising for any event taking place at the premises, the Hirer shall indemnify and keep indemnified each member of the AVC Management Committee accordingly against all actions, claims and proceedings arising from such activities. The Hirer should be aware that fly posting or any other form of unauthorised advertising may lead to prosecution by the local authority.

38. Car Parking

Cars may be parked by Hirers and their users for the duration of the hire period. Cars may not be parked so as to cause an obstruction at the entrance to or exits from the AVC or in front of the driveway to the Facilities Manager.

Legal

39. 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.