

THOMPSON COMMUNITY HALL

STANDARD CONDITIONS OF HIRE



Please read these terms and conditions carefully. Your signed hire agreement is a statement that you have understood and accepted them (especially those relating to the fire procedures) and that you assume responsibility for the booking and the hall during your hire period. If you are in any doubt as to the meaning of any of the Conditions, you must seek clarification from us without delay.

During a Covid or similar pandemic, the Hirer is responsible for ensuring all those attending the event comply with all measures required by the Government to combat the pandemic.

1. Age

You, not being a person under 18 years of age, hereby accept responsibility for being in charge of and on the premises of Thompson Community Hall 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

During the period of the hiring, you are responsible for:

supervision of the premises, the fabric and the contents;

care of the premises, safety from damage however slight 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 avoid obstruction of the highway

3. Use of premises

You must not use the premises (including the car park) for any purpose other than that described in the Agreement and you 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.

The current hire rates can be found on our website, www.thompsoncommunityhall.co.uk. No booking is confirmed until the hiring agreement has been signed, a deposit or the full hire fee has been received and you have received a receipt as full confirmation. A refundable security

deposit may be required from you. This will be raised when you make the booking. We reserve the right to request a security deposit or decline future booking requests if the hall is not left to the required standard.

Please note that the hire period is the 'total' time of your booking. You must ensure that you allow sufficient time for preparation and clearing up in your hire period. Clearing up after an event should be completed before midnight unless additional clearing up time has been booked and paid for on the following day.

Cancellation charges will apply to all bookings cancelled by the Hirer within one month of the date of the booking but may be waived at the discretion of the Trustees for cancellations of greater than one month's notice. The cancellation charge will be 25% of the hire charge or £25.00, whichever is the greater.

The Trustees reserve the right to cancel a booking in the event of the hall being required for use as a Polling Station, safety concerns relating to a pandemic, being required as an emergency shelter or becoming unfit for the use intended by the Hirer. In such circumstances the Hirer will be entitled to a full refund of any payments already paid, but the Trustees cannot be held liable for any loss of potential income by the Hirer.

The maximum capacity of the hall is 120 persons. The capacity of the foyer, if hired alone, is 60.

The use of hall equipment, such as tables, chairs and crockery is for use inside the hall only and not for use on the field adjacent to the hall. Additional charges for cleaning may be incurred if any such equipment is used outside.

4. Insurance and indemnity

You are liable for:

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

the cost of repair of any damage (including accidental and malicious damage) done to our communications media or audio-visual services

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)

All commercial users must have public liability cover of at least £5,000,000 and must produce up to date evidence of their cover when booking. Evidence of renewal must be provided if any part of the booking is later than the renewal date.

All Hirers (private and commercial) must ensure that sub-contracted activities such as mobile discotheques, professional entertainers and bouncy castle providers are fully insured and have public liability cover of at least £5,000,000 for their operation.

The Trustees accept no liability for equipment brought into the hall by Hirers or to motor vehicles parked at the hall.

5. 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.

6. Music

This agreement confers our permission for performance of live music and the playing of recorded music under the Deregulation Act 2015.

We hold licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL).

7. 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 a film. This agreement confers our permission under the Deregulation Act 2015 to show a film.

8. Safeguarding children, young people and vulnerable adults

You must comply with our safeguarding policy.

Purpose

Safeguarding and promoting the welfare of children and adults at risk from abuse or neglect.

This policy defines how the TCH CIO operates to safeguard children, young people, and adults at risk of abuse or neglect.

We have a duty of care and are committed to the protection and safety of everyone who enters our premises including children, young people and adults at risk involved as visitors and/or as participants in all activities and events. We also have a duty to safeguard and support our trustees, volunteers, and staff.

Definitions

Children and young people

Children and young people are defined as those persons aged under 18 years old. This policy will apply to all staff, contractors and volunteers and will be used to support their work.

Safeguarding and promoting the welfare of children is defined as:

protecting children from maltreatment

preventing impairment of children's health and development

ensuring that children grow up in circumstances consistent with the provision of safe and effective care

taking action to enable all children to have the best outcomes

Adult at risk of abuse or neglect

For the purposes of this policy, adult at risk refers to someone over 18 years old who, according to Section 42 of the Care Act 2014:

has care and support needs

is experiencing, or is at risk of, abuse or neglect

as a result of their care and support needs is unable to protect himself or herself against the abuse or neglect or the risk of it

If someone has care and support needs but is not currently receiving care or support from a health or care service, they may still be an adult at risk.

Persons affected

Those affected are:

all trustees, volunteers, and staff

all those attending any activity or service that is being delivered from the Hall property

all visitors and contractors

Policy principles

There can be no excuses for not taking all reasonable action to protect children and adults at risk from abuse or neglect. All citizens of the United Kingdom have their rights enshrined within the Human Rights Act 1998. People who are eligible to receive health and community care services may be additionally vulnerable to the violation of these rights by reason of disability, impairment, age, or illness.

The TCH CIO has a zero-tolerance approach to abuse.

The TCH CIO recognises that under the Care Act 2014, it has a duty for the care and protection of adults who are at risk of abuse. It also recognises its responsibilities for the safety and care of children under the Children Act 1989 and 2004.

The TCH CIO is committed to promoting wellbeing, harm prevention and to responding effectively if concerns are raised.

The TCH CIO is aware of the work of their local safeguarding Board/Partnership and other support organisations on the development and implementation of procedures for the protection of children and adults at risk. The policy is about stopping abuse where it is happening and preventing abuse where there is a risk that it may occur.

The TCH Committee is committed to the following principles:

the welfare of the child, young person or adult at risk is paramount. All children, young people and adults at risk have the right to protection from abuse

safeguarding is everyone's responsibility: for services to be effective each professional and organisation should play their full part

all suspicions and allegations of abuse must be properly reported to the relevant internal and external authorities and dealt with swiftly and appropriately.

Procedures

A. All members of the committee will familiarise themselves with safeguarding responsibilities, undertake training where appropriate on safeguarding issues including whistleblowing where it

is available and offered by their local safeguarding board/partnership or other local support organisation and ensure that they understand the principles set out in this policy above.

B. All members of the committee will work together to promote a culture that enables issues about safeguarding and promoting welfare to be addressed.

C. All members of the committee, helpers or other volunteers will not have unsupervised access to children or adults at risk unless appropriately vetted.

D. The Hall committee will follow safe recruitment practices.

E. A member of the committee will be appointed to be responsible for child and adult at risk safeguarding matters. This person will have responsibility for reporting concerns that arise, as a matter of urgency, to the relevant safeguarding agency.

F. The named person is Teresa Blake, web@thompsoncommunityhall.co.uk .

G. All suspicions or allegations of abuse against a child or adult at risk will be taken seriously and dealt with speedily and appropriately. The appointed person will know who to contact and where to go for support and advice in relation to an allegation, a concern about the quality of care or practice or a complaint. An allegation may relate to a person who works with children or adults at risk who has:

behaved in a way that has harmed a child or adult at risk or may have harmed a child or adult at risk

possibly committed a criminal offence against, or related to, a child or adult at risk

behaved towards a child (or children) or adult at risk in a way that indicates they may pose a risk of harm to children or adults at risk

H. The Hall committee will ensure that all hirers of the Hall have signed a hiring agreement. This will require all hirers who wish to use the Hall for activities which include children and adults at risk, other than hire for private parties arranged for invited friends and family, to either produce a copy of their Safeguarding Policy and evidence that they have carried out relevant checks through the Disclosure and Barring Service (DBS) when requested to do so or, confirm that they have understood and will adhere to the Hall's principles and procedures with regard to safeguarding.

I. The Hall management committee will carry out an annual review of this policy.

9. Public safety compliance

You must comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, 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 which is contained in the TCH H&S foyer information file, which also contains the actions to be taken in the event of a fire. Hirers are expected to familiarise themselves with the fire and safety precautions.**

In the event of the fire alarm sounding, evacuate all persons to the meeting point by the children's play area. If time permits, use the emergency phone in the foyer to raise the alarm.

Note: there is no public phone box in the village.

When both halls are let as a combined space, the hirer must unlock both the doors to the foyer to meet the fire regulations.

10. Alcohol licence

The hall does not hold a permanent alcohol licence. Should the hirer wish to use the hall for an event at which alcohol would be sold, or serve alcohol at an event for which entry is charged, the hirer must make their own arrangements with a licence holder for that person to serve the alcohol. If alcohol is provided without charge in any form, no licence is required.

11. 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.

12. 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:

no one attending the event consumes excessive amounts of alcohol

no illegal drugs are brought onto the premises.

Drunk and disorderly behaviour is not permitted either on the premises or in its immediate vicinity. The responsible person is to 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.

13. 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 refrigerator and thermometer. At the end of your hire, any food in the fridges that you brought in or prepared must be removed.

14. Electrical appliance safety

You must ensure that any electrical appliances brought by you onto 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. Commercial users, bringing their own equipment into the hall must have this equipment PAT tested.

15. 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 above 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:

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

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

16. Smoking

You must comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. The hirer is to 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 in the receptacle provided, so as not to cause a fire.

17. 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 our accident form, kept in the foyer servery, to comply with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR). The hirer is to inform the Secretary. Commercial hirers should also complete their own report form and if applicable contact the HSE.

18. Explosives and flammable substances

You must ensure that:

(i) No naked flame or 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

19. Heating

You must ensure that no unauthorised heating appliances are used on the premises when open to the public. You must not use portable liquefied propane gas (LPG) heating appliances.

20. Animals

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

21. 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 indemnified us 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.

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

23. Use of our communications media or audio-visual services

When using our communications media or audio-visual services you agree at all times to be bound by the following provisions:

not to use the services for any for the following purposes:

disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;

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;

interfering with any other persons use or enjoyment of the services; or

making, transmitting or storing electronic copies of material protected by copyright without permission of the owner;

to keep any username, password, or any other information which forms part of our services security procedure confidential and not to disclose it to any third party.

We have the right to suspend or terminate our services immediately in the event that there is any breach of any of the provisions of these Standard Conditions including without limitation:

if you use any equipment which is defective or illegal;

if you cause any technical or other problems to our services;

if, in our opinion, you are involved in fraudulent or unauthorised use of our services;

if you resell access to our services; or

if you use our services in contravention of the terms of these Standard Conditions.

Downloading of TV content or live streaming of the same is not permitted.

Although we aim to offer the best services possible, we make no promise that the services will meet your requirements. We cannot guarantee that our services will be fault-free or accessible at all times.

It is your responsibility to ensure that any device used by you is compatible with our services.

We may collect and store personal data through your use of our services

We may process all information about you which is provided in relation to our services in accordance with your legal rights under the Data Protection 1998 and solely for the purposes of offering the services.

24. 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. All rubbish should be disposed of in the relevant bins, located in the car park.

In the event of kitchen hire, all electrical master switches should be turned off at the wall (unless there is a notice to say otherwise) and the dishwasher must be emptied, drained and cleaned in accordance with the Dishwasher Instructions in the User Manual.

All windows and internal doors should be closed and care should be taken to ensure that the patio doors are locked.

The hirer is responsible for returning all fobs / key cards once the booking period has ended. They can be placed in the post box located near the front door.

25. 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.

Sellotape, drawing pins and Blu-tack must not be used on the walls.

26. Disclaimer

The Trustees accept no liability for the property of any organisation or person whilst in the hall or stored on the premises. All items are brought into the hall at the owner's risk.

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

THOMPSON COMMUNITY HALL PRIVACY POLICY

Thompson Community Hall (TCH) is committed to ensuring that your privacy is protected. This privacy policy sets out how TCH uses and protects any information that you give us.

TCH collects and stores personal data for specified, explicit and legitimate purposes only. We will not sell, distribute or lease your personal information to third parties unless we are required by law to do so.

In order to provide you with the services you are requesting, we may collect the following information:

- Your name and if applicable, the organisation you work for and job title

- Contact information including email address

- Demographic information such as postcode, preferences and interests

- Other information relevant to providing the services you are requesting

We use this information to:

- Provide you with services

- Keep our records up-to-date

- Improve our services

- Send you information on events, newsletters and general information if you so consent

- To solicit your views on TCH

We are committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect.

For users of our website or Hallmaster:

Use of cookies. A cookie is a small piece of text sent to your web browser. If you agree to accept the cookie, the file is stored on your web browser and allows us to recognise you and make your next visit easier by enabling us to monitor which pages you find useful and which you do not. Overall, cookies help us provide you with a better website. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us.

Links to other websites. Our website may contain links to other websites. However, once you have used these links to leave our site, you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites and such sites are not governed by this privacy statement.

Controlling your personal information

You may change your consent at any time by emailing info@thompsoncommunityhall.co.uk.

If you believe that any information we are holding on you is incorrect, please email us at info@thompsoncommunityhall.co.uk.

You may request details of personal information which we hold about you by emailing info@thompsoncommunityhall.co.uk.

TCH will retain your personal information for statistical purposes for one year after your last communication to us.