



MINUTES OF THE VILLAGE HALL MANAGEMENT COMMITTEE MEETING

on TUESDAY 8th MARCH 2022

at 6.00 PM in the VILLAGE HALL, LOUNGE

Present: Cllr N Beckham (Chairman), Cllr J Sulej, Sally Ball (VHCM), Edna Brandreth (VHMC), Lyndsey Atkins (School) and Jacqui Schurer-Lewis (School)

In Attendance: Yvonne & Chris Duke (VH Supervisors), Yvonne Lawson (School Governor) and E Bambrook, Clerk to the Council

1. **DECLARATIONS OF INTEREST** – There were no interests declared.
2. **APOLOGIES FOR ABSENCE** – Apologies for absence were received from Cllr Roberts and Sally Ball.
3. **MINUTES** – To approve the Minutes of the meeting on 7th December 2021. View Minutes at: <https://goostreyparishcouncil.gov.uk/wp-content/uploads/2021/12/VHMC-Meeting-07122021-Minutes-Draft-v1-with-appendices.pdf>

Resolved: *The Minutes of the meetings on 7th December 2021 accepted as true records of the meetings.*

4. ACTIONS FROM THE LAST MEETING

- i. Joint Use Agreement discussions - Clerk to inform the Parish Council and to contact CEC to request a suitable date – PC informed but no date set with CEC yet. **Action:** JS-L and Clerk to arrange a date for the meeting to take place September/October 2021. **Update:** Both JS-L and the Clerk have attempted to organise a meeting with members of CEC however, there has been no response. JS-L suggested that it may be possible to have a meeting with the head of the Schools Accounts Team, but that it would be appropriate to have a representative from CEC Legal Department. **Actions:** The Clerk and JS-L will continue to try to organise the meeting. Clerk to contact our Ward Councillor for assistance in identifying an appropriate representative of the CEC Legal Department. **Update:** There has been no progress on this as it has proved difficult to make contact with the appropriate people at CEC. The situation may improve as CEC Officers return to the office.
- ii. Hall Floor Refurbishment – Needs further investigation as it appears some of the ventilation may have been blocked when the ramp was installed. Investigation by a specialist may be required as the floorboards were cupped before the floor was sanded and this means that the wood on the edges of the boards is reduced in thickness. **Action:** Clerk to speak with properties department regarding moisture retention under the floor which may have been caused by the installation of the ramp. Clerk has requested assistance from Property East. Awaiting response. **Update:** Moisture has caused the floor to warp and we have been advised the floor cannot be sanded again. It was re-iterated that the floor should not be mopped, aside from spot mopping, and that the floor cleaner should be used instead. It was agreed that all involved would take care to protect the floor. **Action:** Clerk to progress with CEC Properties and possibly Cllr. Kolker.
- iii. Updated VH Risk Assessment – The VHMC will continue to update the Risk Assessment and corresponding procedures at the VH in line with government and ACRE guidance in relation to

COVID-19. **Update:** Currently Village Hall users are encouraged to be responsible. The Village Hall Supervisors continue to clean contact points when they are in attendance and ventilation of the rooms will continue to be encouraged.

- iv. Recharge 2020-21 – To discuss the heating oil and electricity charges during the period when the Village Hall was closed, and the school's contribution towards the waste collections etc. **Action:** Clerk to report the payment of these items by the school to the Finance Committee. **Completed.**
- v. New Hire Form and Terms and Conditions Document - **Action:** SJ to update the documents and re-circulate for approval. **Completed. See agenda items 7 & 8.**
- vi. Storage Space in the Village Hall - **Action:** Clerk to arrange to speak with hirers who are currently storing items in the loft area to advise them that if the items cannot be accommodated elsewhere in the Village Hall that they must be removed by 1st July 2022. **In progress.** The committee were advised that there is some bad feeling about this. The Clerk explained the reasons for this course of action. **Action:** It was agreed that the Clerk would try to clarify the reasons for this action being taken in the Parish Council Newsletter. This would seek to address and correct the perception that the Village Hall is no longer operating for the benefit of the community. It could also be used as an opportunity to ask the community to consider whether they can offer storage space to groups who require it.

5. VILLAGE HALL MAINTENANCE/REPAIRS

- i. Emergency Lighting Repairs – **Completed**
- ii. PAT Testing – **Completed**
- iii. Fire Alarm Compliance Testing - **Completed.** JS-L confirmed that the school would be invoicing at the end of the financial year for a contribution to the grounds maintenance. This wasn't done in 2021. It was estimated that this year the cost would be approximately £250. JS-L also confirmed that if the Clerk required help with anything from the school's site maintenance staff, that a request is made via email to JS-L.
- iv. Provision of Skip – To dispose of Parish Council refuse from the loft and to allow other groups to dispose of any unwanted items as they go through the process of removing property from the loft space. **Action:** Clerk to obtain quotes for approval by council and to liaise with the school about placement of the skip. The skip should be removed before Rose Day.

6. CARETAKING & CLEANING

- i. Report from VH Supervisor(s) on Bookings and Caretaking arrangements. The report was presented to the meeting and the contents noted. **See A1 on page 4.** The Clerk commented that she, along with the Village Hall Supervisors, had needed to clean the floor before the booking in the hall that evening, this included clearing food. **Action:** AL and JS-L agreed to highlight this to the relevant staff.
- ii. Booking Conflicts – There had been an occurrence on the 28th February, of the hall being used by an after school sports club which had relocated indoors due to heavy rain. Fortunately, the afternoon booking had already left and there were no further bookings due at that time, but it could have caused a problem. **Action:** AL and JS-L agreed that this shouldn't happen and will raise this with the relevant people.
- iii. Goostrey WI – There may be a change to the requirements for this group due to the increase in hire fees.
- iv. Village Hall Resilience – The clerk highlighted that covering for the Village Hall Supervisors during annual leave does increase her workload and this would be compounded during busy periods if cover were required at that time. The clerk also works for another council and there may be times when she is unable to provide cover. In addition, the clerk lives about 30 minutes away. It was agreed that this would be kept under review and would appear as an item on the next agenda.

- 7. VILLAGE HALL MANAGEMENT COMMITTEE TERMS OF REFERENCE** - To review the amended Terms of Reference circulated by SB. **See A2 on page 5.** JS-L requested that under the Maintenance section, item 17, the wording be changed to read as follows as the current wording refers to an insurance policy which is incorrect:

The Parish Council provide Contents and Liability insurance as appropriate. Buildings insurance is covered by school's membership of the Department for Education's Risk Protection Arrangement which is paid for by the school.

The Clerk was offered the opportunity to complete the same cyber training as school staff and this was accepted.

The Clerk confirmed that she will arrange for the no smoking signs to be put up and that she has disposed of the ashtray which was previously located outside the door to the Village Hall.

The clerk was also asked to remove item 10. under Finance as this is now out of date.

Resolved: *It was agreed to accept the updated Terms of Reference including the change to the wording of item 11, as stated above.*

- 8. NEW HIRE FORM AND TERMS AND CONDITIONS DOCUMENT** – To review the amended documents circulated by the Clerk. **See A3 on page 8. Action:** The clerk was asked to reword item 6.iii. Insurance and Indemnity to make it clear that hirers do not need to purchase their own insurance for hire of bouncy castles, they must provide proof that the company is adequately insured.

Resolved: *It was agreed to accept the updated Hire Form and Terms and Conditions document including the change to the wording of item 6.iii., as stated above.*

- 9. ACCESS TO LOFT** - To reconsider the installation of a wooden ladder and authorise the clerk to obtain a new quote. **Action:** Clerk to arrange for a new quote.

- 10. MARKETING PLAN FOR THE VILLAGE HALL** – To consider a new marketing plan for the Village Hall. **Action:** Clerk to use pictures of the Village Hall facilities on the website, particularly new facilities such as the kitchen and to also promote the hall via the newsletter. Village Hall Supervisors to continue promotion via the Facebook page and to reach out to groups who may be unaware of the venue such as cycle and car clubs. To consider another open day later in the year.

11. PARISH COUNCIL ORGANISED EVENTS

Queen's Jubilee – 2nd – 5th June. This was discussed at the Amenities Committee. The Archive Group are going to consider an appropriate exhibition for the afternoon of Saturday 4th and the WI groups will be approached and asked to consider providing cakes for an afternoon tea for which the council would pay as this may assist with their fundraising. There was concern that the hall has been booked for the entire weekend and the Chairman requested that this was placed on the agenda for the next Parish Council meeting.

Seniors' Christmas Lunch – 20th November. This event has now been rescheduled for 4th December. **Action:** Clerk to email J-SL to ask for permission to use the school's kitchen.

- 12. GRANT FUNDING** - To consider putting forward a proposal to the Parish Council, for the Council to grant fund events in the Village Hall which are considered to be of a significant benefit to the community. **Action:** Clerk to look at the council's grant awarding policy and how this could be used to support groups who face genuine hardship and difficulty in paying to hire the Village Hall facilities.

- 13. CORRESPONDENCE** - To review any correspondence received since the last meeting. Nothing in particular to report other than some emails and phone calls in relation to the increase in hire prices. The Village Hall Supervisors reported that they had received two very positive responses following

recent children's parties. **Action:** Village Hall Supervisor to include any feedback of this nature in the report.

- 14. MINOR ITEMS AND ITEMS FOR THE NEXT MEETING** - JS-L confirmed that a GTL of transactions which have gone through the recharge account has been produced and this will be sent to the clerk before the Easter holidays.
- 15. DATE OF NEXT MEETING** – LA and JS-L requested that the date of the next meeting be moved to Tuesday 14th June 2022 rather than 7th June as this is the school's first day back. The clerk agreed to check the availability of the room and the schedule of council meetings and confirm the new date.

Appendices

A1 - Report from VH Supervisor(s) on Bookings and Caretaking arrangements

In the three months since 1st December 2021 the hall has received 25 new bookings, 12 of which are private parties, this does not include our regular bookings.

We welcome Goostrey Probus, HerSpace (arts and Crafts for woman), Hallmarks (antique valuations). We have also received several enquiries from new hirers who have found us on Facebook, one of which is the East Cheshire Pony Club (unmounted of course).

The stand strong group is now well attended and we hope this continues.

One of our regular art groups has booked the hall for an art exhibition.

Our facebook page is reaching a good proportion of our residents, with more events coming up like the Pinarello cycle event, the art exhibition and the antiques valuation day we hope to increase our viewings. A last minute Children's party - who needed a venue as the Scout hut had double booked the date and could not accommodate, them left us some good feedback.

There has been some conversations on the Goostrey Matters Facebook page in respect of the jubilee weekend which we responded too saying that GVH would be making and advertising plans in the near future.

A2

GOOSTREY PARISH COUNCIL
VILLAGE HALL MANAGEMENT COMMITTEE

Terms of Reference

PREAMBLE

1. The Village Hall Management Committee (VHMC) first met in its present form on 30 January 1997. The revised Structure of the VHMC was agreed by the former Management Sub-committee on 9 September 1996 and the full Parish Council on 8 October 1996.
2. The VHMC will act in accordance with the *Working Practices Manual* and the "Agreement relating to the Joint Use of the Goostrey Primary School in the County of Cheshire" dated 19 June 1985 (Ref. J T Kellet, County Hall, Chester, 21.4/RH/SMD/PSR004).

TERMS OF REFERENCE

3. The VHMC remains a Sub-Committee of Goostrey Parish Council. Its recommendations must be approved by the full Parish Council prior to action being taken (other than devolved powers on expenditure, see below).
4. The VHMC consists of nine (9) members, comprising 3 Parish Councillors, 3 representatives from Goostrey School and 3 representatives from Goostrey VHPFF
5. Any meeting shall be deemed quorate in the presence of 4 members, which must include at least one representative of each of the constituent bodies involved, i.e. Goostrey Parish Council, Goostrey School and Goostrey VHPFF.
6. The VHMC shall elect a Chairman and Vice Chairman at its first meeting following the Annual Meeting of the Parish Council in May each year. VHMC members may also be re-elected as proposed by the constituent bodies.
7. The VHMC has three broad areas of responsibility:
 - a) Finance
 - b) Maintenance
 - c) Lettings

FINANCE

8. The VHMC shall set a budget for each financial year (1 April – 31 March, in accordance with the Parish Council year).
9. The VHMC uses the Parish Council bank account for the purposes of the Village Hall, which is maintained by the Parish Clerk and audited in conjunction with the Parish Council.
10. The three (3) designated signatories for cheques shall be those Councillors as the Parish Council Account. (DELETE?)

11. The Parish Council shall pay salaried staff from the budget allocated to the VHMC for staffing. The Parish Council's Staffing Committee, together with the VHMC, will review their Contracts and Terms of Employment.

12. The VHMC shall decide and recommend for approval any change in hiring charges, which shall be determined annually.

13. The VHMC, through the Parish Clerk, shall have delegated powers of up to £250 expenditure (excluding salaries) per month without the need for prior Parish Council approval (see Goostrey Parish Council Financial Regulations).

MAINTENANCE

14. The VHMC shall be responsible for the day-to-day maintenance of the Village Hall in accordance with the *Working Practices Manual*.

15. The *Working Practices Manual* shall be reviewed regularly and any changes agreed by all the constituent bodies (Goostrey Parish Council, Goostrey School and Goostrey VHPFF).

16. The VHMC will be responsible, through the Parish Clerk, for the supervision of any Village Hall employees.

17. The Parish Council shall provide Contents & Liability insurance as appropriate. Buildings insurance is provided via Goostrey School.

LETTINGS

18. The VHMC will designate Keyholders, including the Parish Clerk and Village Hall Supervisor(s), and will display a list of Contacts/Keyholders on the main entrance door.

19. The VHMC shall be responsible for all lettings, via the Village Hall Supervisor(s), and will arbitrate in any disputes.

20. The VHMC will determine the Conditions of Hire and review them on a regular basis.

21. The VHMC shall ensure that all necessary Entertainment, Music and Alcohol licences are obtained to comply with current statute.

* Working Practices Manual – this is under development in consultation with the School, VHPFF and Parish Council.

Goostrey Village Hall Management Committee (Revision 1a, 7 December 2021)

A3

Goostrey Village Hall Standard Conditions of Hire

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

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

- i.* You must not use the premises (including the car park, if any) 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 written permission.
- ii.* Any users of part of the premises shall conduct themselves so as to avoid annoyance to users of any other part of the premises or to local residents; in particular, excessive noise shall be avoided.

4. Cleaning of Premises

- i.* Hirers who do not book the services of the Supervisor must leave the Hall clean and tidy (including the toilets and corridors). Failure to comply with this rule will mean that charges for cleaning will be made at the appropriate rate which could include overtime surcharges.
- ii.* Any solid or liquid substance that is accidentally spilt on any of the floors should be cleaned immediately using water only.
- iii.* Any decorations put up for events must be fixed using blue tack or the hooks provided.

5. Access for Staff

Any member of the Management Committee or the Supervisor has the right of access to the whole of the premises at any time and has the authority to require the removal from the premises of any persons who, in their opinion, is guilty of disorderly or objectionable conduct, or is otherwise in contravention of these Conditions.

6. 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
 - (b) the cost of repair of any damage (including accidental and malicious damage) done to our WiFi service (if any)
 - (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 your use of our WiFi service (if any), 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 (if any), 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, 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) 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 Supervisors. If you fail to produce such policy and evidence of cover, we may cancel your booking and re-hire the premises to another hirer.

Note: Examples of incidences where the hirer needs to purchase their own insurance are listed below but this is not an exhaustive list and other situations may apply:

- Hire of bouncy castles
- Club, society of group bookings
- Commercial Bookings

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

7. 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.

8. Music Copyright licensing

You must ensure that we hold relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, you must hold such licence(s).

9. 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.

10. 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).

11. Safeguarding children, young people, and vulnerable adults

You must ensure that any activities for children, young people and other vulnerable adults are only provided by fit and proper persons in accordance with 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).

12. 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 or which is attended by children. You must also comply with our health and safety policy.

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

(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. (Diagram of hall and emergency exits is on the notice board in the main entrance area next to the door to the main hall.)
- 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.
- The first aid box is located in the main entrance area near the front door, a COVID-19 kit is also available in the Committee Room.

(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 of 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 (if not operated by an automatic mains failure switching device).

13. 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.

14. 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.

15. 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/are not (delete as appropriate) provided with a refrigerator and thermometer.

16. Electrical appliance safety

- i.* 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.
- ii.* No person shall interfere with any part of the fixed installations on the premises. A Hirer wishing to use any of the special equipment should obtain a demonstration from one of the Supervisors.

17. 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 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.

18. Smoking

Cheshire East Council has a strict no smoking policy on any part of property in its ownership. The Village Hall is located on Cheshire East property and therefore smoking is prohibited in the Village Hall, the grounds and car park. 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 and grounds.

19. 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. The Accident Book is located in the main entrance area next to the First Aid Box. Our Supervisor 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).

20. 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) Any candles or lights with a naked flame
- (iii) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are erected without our consent.
- (iv) Use of smoke machines or similar devices is forbidden. Failure to comply will result in activation of the sensitive fire alarm, in which case a call-out charge will be levied by the Fire Service.

21. Heating

You must ensure that no unauthorised heating appliances are used on the premises at any time without our consent.

22. Animals

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

23. 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.

24. 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.

25. 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 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 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.

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.

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.

Privacy and Data Protection (view our privacy notice at <https://goostreyparishcouncil.gov.uk/privacy-notice/>)

(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 speak to:

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

(a) not to use the WiFi service for any for the following purposes:

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

(ii) 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;

(iii) interfering with any other persons use or enjoyment of the WiFi service; and

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

(b) 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.

26. Payment

- i.* The Village Hall Supervisor is empowered to demand full payment, or a deposit, in respect of any bookings made by a Hirer at his/her discretion. The hire charge (or any balance) should be paid immediately after the function but in any event not later than 30 days from the invoice date.
Note: Children's parties must be paid in full at least two weeks in advance of the date of the event.
- ii.* Invoices will be sent by e-mail wherever possible, and hirers are requested to provide an e-mail address (if they have one) for this purpose. Payment by bank transfer or cheque is preferred, but we do also accept cash by arrangement with the Clerk.

27. Cancellation

If you wish to cancel the booking within 4 weeks of the date of the event and we are unable to secure a replacement booking, we may, in our complete discretion, return the deposit or require payment of the hire fee.

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, 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;
- (v) the premises becoming unfit for your intended use;
- (vi) 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.

28. 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.

29. 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.

30. No rights

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

For Bookings Phone 07425 511680 or Email:

Booking Ref No:

**GOOSTREY VILLAGE HALL – BOOKING FORM/HIRE AGREEMENT
(PLEASE COMPLETE THE FORM IN BLOCK CAPITALS)**

1. BOOKING AND PAYMENT

- a. Bookings shall be made in writing on this form only.
- b. Advice on availability of a date can be found on the website at <https://goostreyparishcouncil.gov.uk/villagehall>
- c. The booking can be made provisionally by phone but **will not be confirmed until we receive a completed booking form**. Failure to return a completed form within 2 weeks of making the provisional booking may result in the booking date/time being offered to another hirer.
- d. You will be quoted a price for your booking when you have confirmed the full details of the hire period and services required, however, if you make changes to the hire times and services the price will be updated and notified to you accordingly.
- e. Charges for an event will be those in operation on the date the event takes place.
- f. Children's parties must be paid for at least two weeks before the event takes place, and you will receive an invoice with details of the payment on confirmation of your booking. All other bookings will be invoiced with payment terms indicated on the invoice. Invoices are sent by email unless otherwise specified on this form.

2. DETAILS OF HIRER

Organisation/Hirer:
Person Responsible for Hire: <i>(amendments to this booking will only be accepted through this nominated person)</i>
Name: Tel. No.....
Address:.....
e-mail
PLEASE PRINT IN BLOCK CAPITALS An email address must be provided. If you do not have an email address, please contact the Village Hall Supervisor.
Address for Invoicing
Name: Tel. No.....
Address:.....
e-mail
PLEASE PRINT IN BLOCK CAPITALS Invoices will be sent via e-mail unless this is left blank

3. DETAILS OF EVENT

Day & Date:

<i>(You may enter multiple dates if all the other details are the same. Attach a continuation sheet with additional dates if required. If the details are different for each date, you must complete separate forms for each event.)</i>			
Purpose of hire:		Anticipated Attendance:	
Facilities required <i>(please tick)</i> - <u>Note:</u> <i>The times stated are when the facilities will be opened and closed</i>			
Description	Entry time:	Exit time:	
Main Hall & Stage () including kitchen			
Lounge () including kitchen			
Committee Room			
School Kitchen (for use by professional caterers)	NOTE: Set up/take down & cleaning services must be booked when hiring the School Kitchen or when booking events such as parties, children's parties.		
Setting up and taking down tables, chairs and equipment, and cleaning			
NOTE: <i>Hirers who do not book cleaning services must leave the whole premises clean and tidy. Failure to do so will mean that charges for cleaning will be made at the appropriate rate which could include overtime charges.</i>			

Additional Information:	Yes/No		Yes/No
Is cutlery required? <i>(Approx 120 sets, must be booked in advance)</i>			
Will live music be played		Will recorded music be played	
Will alcohol be available during the Hire?		If Yes , will it be for sale?	
<i>(If alcohol is to be sold or is included in ticket price, please note that an appropriate Licence must be obtained in advance from the Licensing Authority (Cheshire East Council))</i>			

4. ROOM CAPACITY

You agree not to exceed the maximum permitted number of people per room including the organisers and performers. These are as follows : **Main hall:** 150 **Lounge:** 40 **Committee Room:** 8

5. LICENSING - We have with the Performing Right Society (PRS) for the performance of copyright music from Phonographic Performance Licence (PPL).

This Agreement gives permission to you for a performance of live music, the playing of recorded music, or an exhibition of a film but only in accordance with the Deregulation Act 2015 (view act at <https://www.legislation.gov.uk/ukpga/2015/20/contents>)

- (i) You are responsible for ensuring that screenings of film abide by age classification ratings.
- (ii) You agree that if regulated entertainment outside of the Deregulation Act 2015 is to be held you will obtain our consent to give notice of a Temporary Event Notice to the licensing authority. Forms may be obtained from Cheshire East Council at <https://www.cheshireeast.gov.uk/business/licensing/licensing.aspx>
- (iii) No alcoholic drinks may be brought onto the premises without permission of the Village Hall Management Committee. If alcohol is to be sold you agree to obtain our consent to give notice of your intention to provide alcohol at the event and to give notice of a Temporary Event Notice to the authority. Forms may be obtained from Cheshire East Council at <https://www.cheshireeast.gov.uk/business/licensing/licensing.aspx>

If you fail to comply with (i), (ii) or (iii) 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.

6. PRIVACY INFORMATION & DECLARATION OF ACCEPTANCE OF TERMS AND CONDITIONS OF HIRE

- Goostrey Parish Council is managing your personal data under the Data Protection Act 1998 and the General Data Protection Regulations 2018. Your information will only be processed by the Council in connection with your hire of the Village Hall and will not be shared with any third parties. Please see privacy statement at <https://goostreyparishcouncil.gov.uk/privacy-notice/>
- **You agree** with us to be present (by your authorised representative, if appropriate) during the hiring and to comply fully with this Agreement.
- **We and you hereby agree** that the Standard Conditions of **Hire (see INSERT LINK TO FULL TERMS AND CONDITIONS)**, 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.
- **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.**

I/We acknowledge that I/we have read the full Conditions of Hire and hereby confirm that these are acceptable and will be strictly adhered to.

I/We understand by signing the agreement I/we enter into a contract that could be used in evidence should legal action become necessary.

Person Responsible for Hire (signature): Date:

Goostrey Village Hall (signature): Date:

If you are unable to send a signed copy of the agreement/form by e-mail, print your name & include your acceptance of the conditions of hire in the e-mail.

Goostrey Village Hall Hire Agreement

Hirers should be aware that on signing the agreement they enter into a contract that could be used in evidence should legal action become necessary.

DATED

PARTIES

- (1) The Village Hall named in clause 2.2 acting by its management committee.
- (2) The person or organisation named in clause 2.3.

AGREED as follows:

1. Throughout this Agreement:
 - the Village Hall named in clause 2.2 is referred to as “we”; “our” is to be construed accordingly and “we” and “us” mean and include the Village Hall’s charity trustees, employees, volunteers, agents and invitees
 - the person or organisation named in clause 2.3 is referred to as “you”; and “your” is to be construed accordingly; “you” also includes the members of your management committee (if appropriate), your employees, volunteers, agents and invitees
 - where you must seek our consent, tell us about something or give us something, you must speak to and seek consent from the Hall Secretary or, if the Hall Secretary is not available, any of our charity trustees.

2. In consideration of the hire fee described in clause 2.4, we agree to permit you to use the premises described in clause 2.5 for the purpose described in clause 2.6 for the period(s) described in clause 2.1. The details inserted in sub-clauses 2.1 to 2.6 below and the answers to the questions in sub-clauses 2.7 to 2.11 are terms of this Agreement. This Agreement includes the annexed Standard Conditions of Hire and the Special Conditions of Hire (if any) set out in the attached Schedule.

2.1 Date(s) required:

Day(s) Month

Time required (Hours) From

Preparation

2.2 Goostrey Village Hall

(a) Authorised Representative – Village Hall Supervisors, Yvonne & Chris Duke
(b) Address: Goostrey Village Hall, Main Road, Goostrey, Cheshire CW4 8PE
Telephone Numbers: 07425 511680

2.3 Hirer:

(a) Name:
(b) Organisation :
(c) Name of Organisation’s Authorised Representative:
Address, Telephone Numbers & Email:
.....

2.4 Hire Fee

Hire Fee £
Deposit £

You must pay as a deposit at least one third of the cost of the booking at the time you sign this Agreement. You must pay the balance of the booking fee on or before the conclusion of the event for which you hire the premises.

Balance £
Special deposit £

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.

Balance £

Payable on or before the conclusion of the event for which the premises are hired.

Is this a commercial hire? Yes / No

Optional additional condition for use with commercial hirers:

“Village halls are usually held on strict trusts which require the management committee to ensure that the hall is administered in accordance with those trusts. 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.”

2.5 Premises

Whole of hall

If part of hall please specify

Storage of equipment

2.6 Purpose/description of hiring:

2.7 Will tickets be sold for your event? Yes / No

2.8 Is food to be provided at the event? Yes / No

2.9 Is alcohol to be provided at the event? Yes / No

2.10 Will there be exhibition of a film? Yes / No

2.11 Will live music be performed or
recorded music played? Yes / No

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

Main hall: 150

Lounge: 40

Committee room: 8

4. We have a licence with the Performing Right Society (PRS) for the performance of copyright music from Phonographic Performance Licence (PPL).

This Agreement gives permission to you for a performance of live music, the playing of recorded music, or an exhibition of a film but only in accordance with the Deregulation Act 2015.

(i) You are responsible for ensuring that screenings of film abide by age classification ratings.

- (ii) You agree that if regulated entertainment outside of the Deregulation Act 2015 is to be held you will obtain our consent to give notice of a Temporary Event Notice to the licensing authority. Forms may be obtained from Cheshire East Council at <https://www.cheshireeast.gov.uk/business/licensing/licensing.aspx>
- (iii) No alcoholic drinks may be brought onto the premises without permission of the Village Hall Management Committee. If alcohol is to be sold you agree to obtain our consent to give notice of your intention to provide alcohol at the event and to give notice of a Temporary Event Notice to the licensing authority. Forms may be obtained from Cheshire East Council at <https://www.cheshireeast.gov.uk/business/licensing/licensing.aspx>

If you fail to comply with (i), (ii) or (iii) 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.

- 5. You agree with us to be present (by your authorised representative, if appropriate) during the hiring and to comply fully with this Agreement.
- 6. 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.
- 7. 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.

Signed by the person named at 2.2(b) above, duly authorised, on behalf of the Village Hall.

Signed by the person named at 2.3(a) above or at 2.3(c) above, duly authorised, on behalf of the organisation named at 2.3(b) above, where applicable.