

SOMERCOTES PARISH COUNCIL

PARISH HALL TERMS OF USE AND CONDITIONS
POLICY | ADOPTED JAN 2025

TERMS OF USE

1. DEFINITION

- 1.1. "The Client" refers to the person or organisation making the booking and "the Venue" refers to Somercotes Parish Hall.

2. CONTRACT

- 2.1. When the booking details are confirmed by the client, a contract is deemed to exist. Bookings can only be made by persons aged 18 years and over. The Council will contact you four before the booking commences.

3. CONFIRMATION

- 3.1. A provisional booking will be held for 7 days or until another party shows interest in the date(s) booked. The client will then be contacted to advise confirmation or cancellation of booking. A provisional booking puts neither party under any obligation to confirm the function.

4. CHARGES AND PAYMENT

- 4.1. A non re-refundable deposit of 25% of the total cost of the booking is required for confirmation of booking. The balance of the total anticipated charges must be paid 14 days prior to the event, unless otherwise agreed.
- 4.2. Payment is due 14 days following the date of invoice, after which an interest charge of 2% per calendar month will apply.
- 4.3. The Council reserves the right to request a deposit, at the time of confirmation, and full or partial pre-payment even if account facilities are offered.
- 4.4. Prices quoted are subject to variation up to 3 months prior to the function, after which they may vary due to Chancellor's Budget, value added tax, excise duty, currency variation or other reasons that outside of the Council's control.

5. AMMENDMENT BY THE CLIENT

- 5.1. Following a reduction of the duration, total rooms hired, or contracted value of the confirmed booking; at any time prior to the event, the Council will first endeavour

to re-sell any facilities and services released; to a similar value. In the event that the released facilities and services cannot be resolved, the hirer shall be subject to the Council's cancellation policy.

6. CANCELLATION BY THE CLIENT

- 6.1. Any cancellation or postponement must be confirmed in writing. Cancellation fees will be based on the noted schedule below, the terms are:

6.1.1. One Off Users:

- 6.1.1.1. One of Within 3 months of the event – deposit forfeited
- 6.1.1.2. Within 1 month of the event – deposit + 20% total booking fee
- 6.1.1.3. Less than 2 weeks before the event – deposit + 25% total booking fee
- 6.1.1.4. Within 48 hours of the event 100%

6.1.2. Regular Users:

- 6.1.2.1. More than one month before the event 0%
- 6.1.2.2. Within one month of the event 10%
- 6.1.2.3. Within 2 weeks and 1 month of the event 25%
- 6.1.2.4. Less than 2 weeks from the event 50%
- 6.1.2.5. Within 48 hours of the event 100%

7. CANCELLATION BY THE COUNCIL

- 7.1. Should the Council for any reason beyond its control, need to make any amendments to your booking, we reserve the right to offer any alternative choice of facilities.
- 7.2. Should the Client make significant change to the programme or the expected number of guests, this may result in amendments in the applicable rates and/or facilities/function room offered by the Venue.
- 7.3. The Council may cancel the booking due to any of the following:-

- 7.3.1. If the Client's booking might, in the opinion of the Venue, prejudice the reputation of the Council.
- 7.3.2. If the Client is more than 30 days in arrears of previous payments.
- 7.3.3. If the Council becomes aware of any alteration in the client's financial situation.
- 7.3.4. The Council will not be liable for any failure to provide or delay in providing facilities, service, food and beverages as a result of events or matters outside its control.

8. ARRIVAL/DEPTURE

- 8.1. The Client shall arrive and completely vacate the premises at the agreed times
- 8.2. Should the Client exceed the total time agreed with the Council, the Client may be subject to additional charges by the Council.

9. HEALTH AND SAFETY

- 9.1. The Client agrees to take "reasonable" precautions to ensure that no damage or injury occurs to any person. The Client is responsible for the actions of any persons present in the venue including any damage or injury caused during hire time specified on bookings sheet. Where third party suppliers are involved, the Client is responsible for providing evidence of health & safety policies, insurance documents and a full risk assessment to the Council in advance of the hire date.
- 9.2. Hirers to have nominated fire marshals in place to evacuate the building in case of fire or emergency.

10. ORDERLY CONDUCT

- 10.1. The Client will conduct the event in an orderly fashion, ensure that no nuisance is caused, comply with any request of the Council's management and abide by all applicable rules and regulations.

11. DAMAGE/LITTER

- 11.1. The Client agrees to take reasonable precautions not to damage nor injure the Council's property, nor staff, and is responsible for the actions of his guests and contractors for any such damage.

- 11.2. Damage to fire alarms - following damage/vandalism to fire alarm activation points which results in a false alarm, the Council reserve the right to refer any costs incurred to the Council for repairs or call outs from alarm specialists.
- 11.3. Should the hirer use car parks or other outdoor public areas; it is the hirers responsibility to ensure that all litter is removed before dark.

12.ADDITIONAL GOODS AND SERVICES

- 12.1. The Client agrees to pay the Council charges for any extra goods or services provided at the request of himself or any person purporting to have the requisite.
- 12.2. Where you must seek our consent, tell us about something or give us something, you must speak to and seek consent from the Bookings Administrator, or, if the Bookings Administrator is not available, the Parish Office.

13.EXHIBITIONS AND DISPLAY

- 13.1. No stands or displays or signs may be erected on the premises, without prior written agreement.

14.EQUIPMENT

- 14.1. The Client must obtain the Council's written agreement to the use of all materials brought onto the premises by him or a third party. Equipment must comply with all current regulations. The Client will be liable for any damage or injury, which arises out of the use of his equipment.
- 14.2. The Client / Hirers must provide a list of props to be used on stage and in the hall 4 weeks before the hire date. Please note for health and safety and fire safety reasons, some items may not be allowed.
- 14.3. The Council cannot accept responsibility for the Client's equipment.
- 14.4. No incendiary or explosive device may be activated under any circumstances within the venue or its grounds.
- 14.5. Pyrotechnics are not permitted at this venue.

15. CUSTOMER PROPERTY

- 15.1. The client acknowledges that any such objects, equipment, furniture, stock or other property of any sort brought onto the premises will remain under the control and care of the client and that the client is in the best position to insure the property and accordingly it is reasonable for the Council to exclude liability for such property to the extent excluded hereby.

16. ADVERTISING

- 16.1. Any publicity for functions at the venue must be agreed by the management and should be of a standard to reflect the quality of the establishment.

17. FORE MAJEURE

- 17.1. If the Council is prevented or hindered from carrying out its obligations hereunder by circumstances beyond its reasonable control including (without prejudice to the generality the foregoing) government intervention, strikes, labour disputes, accidents, Acts of God, national or local disasters or war, then the Council's liability to the Client shall be no greater than the amount paid by the Client to the Council in respect of the function.
- 17.2. If for any reasons beyond the Council's reasonable control the accommodation reserved cannot be made available to the Client the Council reserves the right to substitute similar or comparable accommodation for the function and such a substitution shall be accepted by the Client as satisfactory performance by the Council of its obligations hereunder to provide the accommodation so reserved.
- 17.3. The electricity company is solely responsible for the continual supply of electricity and in the event that the electrical supply to the premises is interrupted any claims in respect of loss to the hirer should be made directly to the electricity supplier. Neither the Somercotes Parish Council or employees can be held responsible for any interruption of electrical supply or any resultant loss.

18. AGREEMENT NON ASSIGNABLE

- 18.1. The benefits under this contract are personal to the Client and shall not be assignable or transferred by the Client.

19. AGREEMENT GOVERNED BY ENGLISH LAW

- 19.1. English Law shall govern this contract in all respects.

20. SERVICE OF NOTICES

20.1. Any notice of invoice hereunder shall be duly served on either party if delivered to their address as last notified in writing to the other party hereunder.

21. VARIATIONS

21.1. No oral representations or agreements are recognised by the Venue and by the conditions of this contract can be modified only by a supplementary written contract.

22. HEAD NOTES

22.1. Any head notes shall not form part of these conditions.

23. HALL HIRE FEES:

MAIN HALL – FEES		
MEMBER OF THE PUBLIC	COMMERCIAL	CHARITY/NON-PROFIT
[ONE OFF] Monday / Friday £20 per hour ... [ONE OFF] Weekends £25 per hour	[ONE OFF] Monday / Friday £25 per hour ... [ONE OFF] Weekends £30 per hour	[ONE OFF] Monday / Friday £15 per hour ... [ONE OFF] Weekends £20 per hour
	[REGULAR] Monday / Friday £17.50 per hour ... [REGULAR] Weekends £25 per hour	[REGULAR] Monday / Friday £11 per hour ... [REGULAR] Weekends £17.50 per hour

LOUNGE – FEES		
MEMBER OF THE PUBLIC	COMMERCIAL	CHARITY/NON-PROFIT
[ONE OFF] Monday / Friday £15 per hour ... [ONE OFF] Weekends £20 per hour	[ONE OFF] Monday / Friday £20 per hour ... [ONE OFF] Weekends £25 per hour	[ONE OFF] Monday / Friday £10 per hour ... [ONE OFF] Weekends £15 per hour
	[REGULAR] Monday / Friday £15 per hour ... [REGULAR] Weekends £20 per hour	[REGULAR] Monday / Friday £9 per hour ... [REGULAR] Weekends £15 per hour

CONDITIONS

LICENCES

Premises License - Somercotes Parish Council has a current Premises license including a Liquor License granted by Amber Valley Borough Council. However, these facilities are ONLY available with bars that are operated by staff authorities by the Council as the license holder.

The sale of alcohol by another person is not permitted. Giving away alcoholic drinks at a function and charging an entrance fee is deemed to be the sale of alcohol and is not permitted.

Any person buying alcoholic drinks from an unlicensed person and/or premises is forbidden and is also committing an OFFENCE and the Council as the license holder is at risk of a fine or imprisonment and the Licensing Authority could revoke the Premises licenses.

Alcoholic drinks must not, under most circumstances, be brought into the Parish Hall by hirers, guests or visitors; however in certain circumstances; provided the relevant licence is provided & licensing laws are strictly adhered to; either the clerk may at their discretion vary this ruling.

If a Parish Hall bar has been ordered and alcoholic drinks are to be legally given away free by the hirer then the alcoholic drink must be purchased from the Parish Hall via a prepaid token system.

The Parish Council reserves the right to charge corkage where our bar is open and the management should be contacted for pricing. The parish hall does not permit external bars.

If we believe that a Temporary Event Notice (TEN) would be in our best interests for this hiring, we can require you give notice of a TEN. If you fail to comply with the above, we can 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.

Performing Rights Society License - The hirer is responsible for obtaining Performing Rights Society Licensing.

Bar staff may require proof of age before alcohol will be served and reserve the right not to sell alcohol to anyone unable or unwilling to furnish proof of age, and, at the discretion of either the persons operating the bar. The Hirer and the bar staff will be fully accountable for any repercussions arising from incorrectly identifying the ages of their guests and visitors.

Persons under the age of 18 are strictly prohibited from the bar area and also from purchasing alcoholic drinks. Anyone purchasing alcoholic drink for consumption by persons under the age of 18 is liable to prosecution and also renders the Parish Council and staff open to prosecution. Bars will not open before 19.00hrs and will close no later than 00.00hrs unless otherwise agreed, please discuss this with management.

Failure to provide the correct information and licences prior to your event may result in cancellation of any external hire company's and/or your event.

PERFORMING RIGHT SOCIETY & PHONOGRAPHIC PERFORMANCE

The hirer is responsible for obtaining any licenses that may be required in respect of PRS and/or PPL for entertainment, etc, that the hirer wishes to perform, or present to the public, or for personal use or otherwise.

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

RESPONSIBLE PERSON

The person making the booking will be deemed to be the responsible person and in the case of a bar being supplied the responsible person must make themselves known to the staff operating the bar, on certain occasions the person making the booking may nominate a responsible person, this must be discussed with the management.

The responsible person must ensure the good behaviour of their guests and visitors at all times and that no underage drinking takes place, e.g. alcohol is not purchased by/or for persons under the age of 18 years.

A responsible person, over the age of 21 is to give constant oversight and attention to the exits and emergency doors, and see that the same are in perfect working order during the time the public are admitted.

The responsible person shall check, before opening to the public that all doors providing means of escape from the premises are unlocked. The hirer/responsible person shall to the best of his/her ability maintain and keep good order and decent behaviour on the premises during hours OF PUBLIC performance and entertainment. The responsible person cannot be delegated or substituted without the written agreement of Booking Administrator.

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

1. supervision of the premises, the fabric and the contents;
2. care of the premises, safety from damage however slight or change of any sort; and
3. the behaviour of all persons using the premises whatever their capacity, including proper
4. supervision of car parking arrangements so as to avoid obstruction of the highway.

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.

Insurance and indemnity

1. 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 Wi-Fi 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 Wi-Fi 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 Wi-Fi service (if any), and subject to sub-clause (ii), you must indemnify us against such liabilities.
2. 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.
- c. Where 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 Hall Secretary. If you fail to produce such policy and evidence of cover, we will cancel this Agreement and re-hire the premises to another hirer.
- d. We are insured against any claims arising out of our own negligence.

ATTENDANTS

A sufficient number of licensed attendants must always be present to control persons upon the premises, and the number of attendants shall be not less than one for 50 persons and not less than three for 200 (max.) persons on the premises. Attendants shall be instructed in their duties in case of fire, including the need to call the fire brigade; (see also; Calling the emergency services below); and in the method of ensuring a proper and orderly evacuation. Under no circumstances must the main doors; which are a designated fire escape; be locked during use of any of the rooms.

POWERS OF ENTRY

A Constable or authorized officer of appropriate authority or an authorized officer of the fire service has the power of entry to the premises for which a Premises License is currently in force.

PERIOD OF HIRE AND CANCELLATION

No booking for the hire of the hall beyond midnight, Monday to Saturday can be accepted unless two weeks previous notice has been given to the Bookings Administrator, unless the Clerk gives an exemption.

No booking shall extend beyond 11.45pm on Sunday. Occupation of the hall and rooms after the period of booking will be subject to an additional charge with a minimum charge for half an hour. Deposits are non-refundable and will be at the rate of 25% of the full booking amount, minimum £20. Or £100 for multiple day hire. Bookings are not reserved until the booking form is returned together with the appropriate deposit and the hirer is responsible for ensuring these are received by the Bookings Administrator.

UNAUTHORISED USE OF ROOMS AND FACILITIES

The hirer undertakes not to use any rooms, facilities or equipment not included in their booking or authorised by the manager. Any persons so doing will be charged for a minimum period of two hours.

USE OF KITCHEN

The Hall's kitchen is provided to users on a non-exclusive but free basis.

The kitchen contains domestic refrigerators. All kitchen surfaces, (cooker hob, and oven if used) should be wiped down after use with appropriate cleaners. No additional ELECTRICAL EQUIPMENT may be brought into the kitchen without prior permission. All cutlery, crockery and the kitchen to be left in the condition found.

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 not provided with a refrigerator and thermometer.

SECURITY

Kitchen shutters must be secured at the end of the booking. All windows and internal doors should be locked before exiting. All fire doors opened during the letting must be secured.

DAMAGE

The hirer shall be responsible for and shall make good in a manner acceptable to the management any damage however caused to the premises, furniture, crockery, fixtures, fittings or the fabric of the building during the hiring period and shall report any such damage to the Bookings Administrator without delay. The Parish Council reserves the right to make a bond charge.

NOTICES

No notices, posters etc. are to be displayed on any part of the premises except on the notice board provided.

GAMING, BETTING & 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.

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. Appropriate insurance should be obtained where necessary.

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,

NOISE

Users of the Parish Hall are requested to respect the needs of local residents and/or other users of the parish hall, and any noise produced by or associated with the entertainment shall not be of such volume or of such character or occur with such frequency as would unreasonably disturb persons in the neighbourhood of the premises and/or other users of the parish hall. In the event of a complaint from the neighbourhood, noise levels must be reduced to an acceptable level. External speakers cannot be used unless prior permission has been obtained from the licensing authority.

REFUSE

Refuse shall not be permitted to accumulate on the premises except stored in the proper waste bins supplied. Upon termination of the hire all refuse shall be removed from the premises into the external bins provided. Excessive food waste is to be taken off site and disposed of by the hirers. Any surplus refuse beyond the capacity of the external waste bin shall be removed from site by the hirer to an official refuse amenity tip. Waste bottles must not be disposed of into external receptacles between 23.00hrs and 7.00hrs the following day if the noise will be audible to residents of neighbouring properties. Should the hirer use the public areas in an evening, it is the hirers responsibility to ensure that all litter is removed before dark.

BABY CHANGING FACILITIES

Facilities are provided in the disabled toilet and users of the hall must not use the kitchen for such purposes. Soiled nappies must be properly disposed of in the units provided and must not be flushed down the toilet or left unattended.

DANGEROUS PERFORMANCES OR ENTERTAINMENT

Performances involving danger to the public shall not be given. Balloons or similar filled with flammable gas shall not be allowed upon the premises.

ELECTRICAL EQUIPMENT

Including Electrical generators Hirers must not bring their own electrical equipment into the Hall without PRIOR PERMISSION, and all equipment must have a current PAT test certificate and the hirer, or the supplier must carry suitable Public Liability Insurance. All music reproduction equipment for the Stage must only be plugged into the Electricity supply on the Stage which is marked as such and is connected to the Fire Alarm system.

SMOKING AND SMOKING MACHINES

No smoking, candles or other naked flames shall be permitted in any part of the building. Smoke machines may not be used.

FIREWORKS & PYROTECHNIC, CANGLES AND OTHER NAKED FLAMES

The above are strictly prohibited from Parish Hall property. Any persons requiring fireworks or pyrotechnic displays on the sports field must apply for permission from the SOMERCOTES PARISH COUNCIL.

DRUGS AND/OR ILLEGAL SUBSTANCES

The above must not be brought onto, used or sold on Parish Hall Property.

CALLING THE EMERGENCY SERVICES

The responsible person/hirer is responsible for dialling 999 and calling the fire and rescue or other emergency service in case of an outbreak of fire or other emergency. The same person is responsible for ensuring the evacuation of the hall and ensuring that all persons report to them at the designated assembly point and that they liaise with the fire service on their arrival.

LIGHTING – GENERAL

Means of illumination adequate to enable the public to use and see their way out of the building shall be kept on at all times when the public are on the premises, except in those parts which are equally well lit by daylight.

SCENARY AND DECORATIONS

Any borders, drapery, gauze, cloths, curtains and similar hangings shall be rendered and maintained flame resistant.

Bales of hay and straw are not permitted inside or outside of the building for props, decoration or otherwise.

Large performing companies are requested to provide a list of props where necessary or refer to our restricted item list prior to a performance.

DRAPES, TABLECLOTHS, MARQUEES

Any of the above brought into the Parish hall by hirers or Marquees used in conjunction with a parish hall hire must have the permission of the Bookings Administrator and have them hung or erected by the company supplying them, they must also be suitably treated to render them fireproof and the hirer or the supplier must carry suitable public liability insurance. It is also essential that the marquee supplier must on the first supply visit the Parish Hall to ensure their equipment is compatible with that of the Parish Hall. New fixing or drilling of new holes in walls will not under any circumstances be allowed.

SEATED AUDIENCE

At all times during which the premises are used for performances or entertainment when the audience is seated, passages or gangways not less than 1.1 metres wide shall be provided leading direct to the exit doors, and gangways not less than 1.1 metres wide shall be

provided, intersecting the rows of seats in such a manner that no seat shall be more than 3.7 metres from a gangway measured in the line of seating.

OBSTRUCTIONS

No person shall be allowed to sit or stand in the gangways or passages during any performance or entertainment. The gangways and passages shall be kept entirely free from chairs and any other obstruction.

EXIT PROVISION

The public shall be permitted to leave by all exits and entrance doors after each performance or entertainment. Under no circumstances must the main doors; which are a designated fire escape; be locked during use of the hall.

EMERGENCY EXITS

The Hirer/responsible person shall check and ensure all emergency exits are unlocked and operational at the start of the hire period and before members of the public are allowed into the hall and shall secure the same at the end of the hire period. Under no circumstances must the main doors; which are a designated fire escape; be locked during use of the Amber hall, Rattle room or kitchen.

HEALTH AND SAFETY

All hirers and visitors shall at all times adhere to the Health and Safety regulations in force and shall also adhere to any additional Safety requirements as set out by the Parish Council. It is the responsibility of the hirer, his/her guests, contractors, etc, to read and acquaint themselves with the Health and Safety requirements and to fully adhere to these rules and obligations.

ACCIDENTS

All accidents suffered on the premises should be fully reported to the Bookings Administrator at the earliest possible time.

PERSONAL PROPERTY

The Council does not accept any liability for the loss of/or damage to clothing, articles, goods or equipment left on the premises. Neither can the Council have any responsibility for stored items, or for property and equipment not properly stored by hirers who have storage facilities on the premises. Those hirers must be responsible for and must store all their property and equipment in their designated storage area. Property left on the premises by third parties should be adequately insured at their own cost.

INSURANCE

Commercial Hirers must have their own public liabilities insurance.

HOURS OF USE

At the time of booking an adequate period must be included in the hire before and after the event to cover setting up and clearing away.

COMPLETION OF HIRE

The hirer is to leave rooms, fittings and equipment in a clean and tidy condition with chairs and tables stacked away in the allocated positions and the doors and windows secured and locked.

PRIVATE AREAS

Access to Areas marked Private is not allowed without specific permission from staff and persons under the age of 16 are prohibited.

SAFE GUARDING AND CHILD PROTECTION

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.

HEARING LOOP SYSTEM

A separate hearing loop system is installed in the Lounge room and the Main Hall; if either or both are required for your function please ask the management for one or both to be switched on.

WIFI SERVICES

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

1. not to use the Wi-Fi service for any for the following purposes:
 - a. disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;
 - b. transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice;
 - c. interfering with any other persons use or enjoyment of the Wi-Fi service; or
 - d. making, transmitting or storing electronic copies of material protected by copyright without permission of the owner;
2. to keep any username, password, or any other information which forms part of the Wi-Fi service security procedure confidential and not to disclose it to any third party.

TERMINATION OF THE WIFI SERVICE

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

1. if you use any equipment which is defective or illegal;
2. if you cause any technical or other problems to our Wi-Fi service;
3. if, in our opinion, you are involved in fraudulent or unauthorised use of our Wi-Fi service;
4. if you resell access to our Wi-Fi service; or
5. if you use our Wi-Fi service in contravention of the terms of these Standard Conditions.

AVAILABILITY OF WIFI SERVICE

1. Although we aim to offer the best Wi-Fi service possible, we make no promise that the Wi-Fi service will meet your requirements. We cannot guarantee that our Wi-Fi service will be fault-free or accessible at all times.
2. It is your responsibility to ensure that any Wi-Fi enabled device used by you is compatible with our Wi-Fi service and is switched on. The availability and performance of our Wi-Fi service is subject to all memory, storage and any other limitations in your device. Our Wi-Fi service is only available to your device when it is within the operating range of the main hall.
3. 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 Wi-Fi 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 Wi-Fi service. Network speed is no indication of the speed at which your Wi-Fi enabled device, or our Wi-Fi service sends or receives data. Actual network speed will vary based on configuration, compression and network congestion.

COUNTER TERRORISM AND SECURITY ACT

Under Section 26 of the Counter-Terrorism and Security Act 2015 and related statutory guidance, we have due regard to the need to prevent people from being drawn into terrorism. This is known as the Prevent Duty. In complying with the Prevent Duty, organisations are required to ensure that publicly-owned venues and resources do not provide a platform for extremists and are not used to disseminate extremist views.

The Government have defined extremism as: “vocal or active opposition to our fundamental values, including democracy, the rule of law, individual liberty and mutual respect and tolerance of different faiths and beliefs”.

Also included in our definition of extremism are calls for the death of members of our armed forces.

Therefore, the hirer shall not use the hall to promote violent and/or non-violent extremist views. This applies to speakers in person or those using any form of online platform, any pre-recorded video footage, or any speakers added to an event agenda after the initial booking

OVERNIGHT PARKING

Overnight parking of caravans, caravanettes, trailer or other mobile homes is strictly forbidden on the car park by order of the Parish Council.

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.

NO RIGHTS

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

GDPR

Somercotes Parish Council respects the privacy of its users and can confirm that any personal data supplied via our website www.somercotesparishcouncil.gov.uk, by email or included on booking forms shall be used for internal purposes only and is never sold or shared with anyone outside of Somercotes Parish Council, unless we disclose information in response to a law enforcement request.

Somercotes Parish Council is committed to keeping your personal data safe and we take every reasonable precaution to ensure security. Access to your personal information is restricted to employees at Somercotes Parish Council. Our employees are legally bound to maintain the confidentiality of this information and may not use this data for any purpose other than to complete the services required of their employment. If you would like us to remove your details, please let us know. If you believe there is a problem with the way Somercotes Parish Council handle your data, you have the right to complain to the ICO.