**Lindridge Parish Hall -LICENSE TO OCCUPY A Village Office Desk (VOD)**

**INTRODUCTION**

This License to Occupy a Village Office Desk (VOD) is dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 and relates to the agreement between the following two parties:

**PARTIES**

(A) Lindridge Parish Hall - Registered Charity Number 523164 (Landlord).

(B) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Licensee).

**WHEREAS**

The Booking Clerk has the right to grant a License to Occupy a VOD by the Village Hall Committee and is authorised to enter into this Agreement.

The Licensee is desirous to occupy a VOD in the Building on a non- exclusive basis in accordance with the terms and conditions set out in this Agreement.

**DEFINITIONS**

The following definitions apply to this Agreement:

**Building:** Lindridge Parish Hall, Worcester Road, Eardiston, Tenbury Wells. WR15 8JH

**Permitted Hours:** Periods of 4 hours (each Being “a Session”)on a pre-booking basis, **for sessions publicized on the village hall website. These may vary, week to week.**

**Permitted Use**: business activity as provided in Appendix A.

**Hot Desk**: a workstation, including a desk, in the Building; and to include furniture and equipment from time to time provided by the hall and listed in appendix C.

**Fee:** £ 10 per session.

**Facilities and Services**: Are those listed in the Appendix D attached hereto.

**Deposit/Bond:** £ 50 against damage or misuse

**GRANT of LICENSE TO OCCUPY**

The Landlord gives permission and the Licensee agrees to occupy a VOD with the benefit of a non-exclusive license to occupy beginning on and including the Date of this Agreement.

The Landlord and the Licensee further acknowledge that nothing herein shall create or cause the license to become a periodic tenancy.

In consideration of the payment of the Deposit by the Licensee to the Landlord (which shall be held by the Landlord who shall be eligible to retain any interest accruing thereon) the Landlord agrees to allow the Licensee to occupy the VOD on the Terms of this Agreement

**Terms and 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 and being present.**

You, not being a person under 18 years of age, hereby accept responsibility for caring for and being on the premises at all times when you have opened the building and for abiding by all Standard Conditions under this Agreement relating to management and supervision of the premises.

1. **Avoiding risks and damage**.

During the period of occupying a VOD, you should not damage or misuse the premises, the fabric and its contents. Where reasonable, you should prevent and report any damage to the premises, look out for and report any safety hazards, however slight. Report any deleterious behaviour of individuals using the premises whatever their capacity. Ensure that car parking avoids blocking in or obstruction of the highway.

As directed by us, you must make good or pay for all damage (including accidental damage) you cause to the premises or to the fixtures, fittings or contents and for loss of contents.

3. **Use of premises**

You must not use the premises (including the car park) 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.

4. **Insurance and indemnity**

(i) You are liable for:

(a) costs arising from accidental and malicious loss or damage and for loss or damage arising out of your negligence to any part of the premises including its curtilage or its contents

(b) costs arising from accidental and malicious loss or damage and for loss or damage arising out of your negligence done to our WiFi service.

 (c) all claims, losses, damages and costs made against or incurred by us, our employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of your use of the premises (including the storage of equipment) and your use of our WiFi service, 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, 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) 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.

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

5. **Gaming, betting and lotteries**

 You must not do anything in contravention of the law relating to gaming, betting and lotteries.

6. **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).

7. **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.

8. **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.

9. **Safeguarding children, young people and adults at risk**

 You must ensure that any activities for children, young people and adults at risk are only provided by fit and proper persons in accordance with the Children Act 1989 and 2004, 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). All reasonable steps must be taken to prevent harm, and to respond appropriately when harm does occur. Relevant concerns must be reported.

10. **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. 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. (Include diagram of location when handing over keys.)

 • 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.

 • Location of the first aid box.

 (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).

11. **Noise**

You must ensure that the minimum of noise is made on arrival and departure. 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 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.

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.

14. **Electrical appliance safety**

 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.

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 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.

16. **Smoking**

 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. You must ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, 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 the relevant section in our accident book. You must report certain types of accident or injury on a special form to the Incident Contact Centre. Our Hall Secretary 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).

18. **Explosives and flammable substances**

You must ensure that:

(i) Highly flammable substances are not brought into, or used in any part of the premises.

(ii) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are erected without our consent.

19. **Heating**

 You must ensure that no unauthorised heating appliances are used on the premises when open to the public without our consent. You must not use portable liquefied propane gas (LPG) heating appliances.

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. **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.

24. **Termination of the WiFi service**

 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.

25. **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.

26. **Privacy and Data Protection**

 (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.

 27. **Cancellation**

 If you wish to cancel the booking before the date of the event and we are unable to conclude a replacement booking, we may, in our complete discretion, return the deposit or require payment of the 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;

(ii) the premises becoming unfit for your intended use;

(iii) 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.

31. **Village Office Desk (VOD) holders shall:**

a. Keep the VOD clean, tidy and in good repair and not to damage the VOD or the Building, the decorations, furniture or furnishings, and to make good any damage it causes to the VOD or Building.

b. Observe and comply with all requirements, rules and regulations which may from time to time be made by the Landlord in relation to the VOD or the Building, including but not limited to any health and safety policy, security policy, environmental policy, fire policy, or fire evacuation drills from time to time.

c. Ensure that any visitors of the Licensee are recorded with the Licensee upon arrival.

d. Ensure the safe keeping of all keys, access cards, passwords and security codes issued by the Landlord and, where applicable, duplicated by the Licensee, and to notify the Landlord as soon as possible about the loss of any such item or if a security code or password is suspected to have been compromised.

e. The Licensee shall allow the Landlord (and all others authorised by the Landlord) to inspect the VOD and its immediate vicinity at any reasonable time for the purpose of ascertaining whether the terms of this Agreement are being complied with and for any other purposes connected with the Landlord's interest in the VOD (or the Building).

**32 Village Office Desk (VOD) Holders shall not**:

(a) Interfere with the Landlord’s rights of possession and control over the VOD.

(b) Assign, underlet, charge, part with or share possession of, or otherwise dispose of the VOD or any part of it or any interest in it;

(c) Share its booking without the written permission of the booking clerk;

(d) Use the VOD otherwise than for the Permitted Use connected with the business of the Licensee, as provided in Appendix A.

(e) Use the VOD outside the booked hours or for more hours than permitted;

(f) Use the VOD or the Building, or any part of it, for any of the following purposes: activities which are hazardous, offensive, noxious, noisome, illegal, or immoral, or which may become a nuisance or annoyance to the Landlord, to another licensee in the Building, or to the neighbours of the Building.

(g) Unreasonably use supplies of electricity, water, gas, or telephone/internet communications (whether supplied at the VOD or in the Building).

(h) Smoke at the VOD or in the Building,

(i) Make any display or signage at the VOD or in/on the Building.

(j) Make any alteration or addition whatsoever to the VOD or the Building;

(k) Connect, subscribe to, or modify the contract relating to, any utility or service to the VOD or Building (for example, but not limited to, electricity, gas, water, sewerage, telephone, internet, refuse collection) or cause the business rates of the Building to be changed or liable to change, without the written agreement of the Landlord;

(l) Tamper, interfere with, alter or modify any of the meters, wiring, pipe work, ductwork, alarm systems, safety systems or monitoring systems within the Building;

(m) Cause any nuisance or annoyance to the Landlord, to any other licensees or tenants of the Building, or to occupiers of any neighbouring VODs.

(n) Permit the VODs to be occupied or used by any person other than the Licensee.

**33 When the Licensee vacates the VOD at the end of each Session, It shall:**

(a) Remove all items not belonging to the Licensee and shall clear all rubbish from the VOD.

(b) Leave the VOD in a condition no worse than that on commencement of occupation and (if required) repair the VOD (or part of it as appropriate) to the Landlord’s reasonable satisfaction.

(c) Return (leave in place) all items of furniture and equipment supplied with and forming part of the VOD, as listed in Appendix C.

**34 When the Licensee, no longer wishes to attend the Village Office sessions or at the termination of this Agreement, it shall:**

a. Return all keys, access cards, passwords, security codes, and such other items that have been issued by the Landlord, or obtained through duplication of items issued by the Landlord.

b. Ensure that all passwords and security codes relating to the VODs and the Building are not used after the termination of this Agreement without the written permission from the Landlord.

**35 The Landlord shall:**

(a) Allow the Licensee (and its employees and visitors) access to and egress from the Village Office over the common parts of the Building and to use the lavatories and washrooms in the Building during the Permitted Hours.

(b) Use its reasonable endeavours to ensure that there is a supply of electricity, heating and internet access at the VOD, at sue h times of the day as the Landlord considers appropriate.

Where reasonable and proper, provide the Facilities and E services unless prevented from doing so by disputes, shortages of supplies, inclement weather or other causes beyond the control of the Landlord.

(d) Repay the Deposit to the Licensee when this Agreement terminates without interest after deducting all sums due to the Landlord under this Agreement including, but not limited to unpaid Fee or interest or payment for any damage caused to the VOD or Building.

(e) Repay the pro-rated proportion, if any, of the Fee that was paid in advance for sessions during which this Agreement terminates.

(f) Shall pass on any notices or other correspondence received at the Building and addressed to the Licensee.

(g) Shall be responsible for all charges in connection with the existing supply to the VOD of electricity, telecommunication6 lines, and gas central heating.

(h) Shall be responsible for rates and water rates charged on the Property, including where business rate relief is applicable.

**36 The Parties agree that:**

1. 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.

3 These terms are governed by the laws of England & Wales, whose courts shall have sole jurisdiction in relation to all matters arising.

4 This Agreement, including any Appendices, shall be amended only by agreement in writing executed by the Parties in the same manner as this Agreement is executed.

5 Failure of either Party to insist upon strict performance of any of the terms and conditions herein will not be deemed a waiver of any rights or remedies that either Party has and will not be deemed a waiver of any subsequent default of the terms and conditions hereof.

6 The Landlord does not imply or warrant that the VOD may be used for the purpose authorised by this Agreement or any other purpose.

**37.** **Termination**

This Agreement is to be terminated immediately:

1 By any demand for possession of the VOD made by or on behalf of the Landlord; or

2 (Without prejudice to any subsisting obligation of the Licensee imposed by this Agreement) by any delivery of possession by the Licensee to the Landord; or

3 The license to occupy being personal to the Parties, by either death or dissolution of either Party or by any disposition of the interest of either Party whether voluntary or otherwise.

**APPENDIX A.** The Permitted Use is as follows: General office administration, desk work. Practical activities subject to prior approval by the Hirer and listed here:

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**APPENDIX B.** The main hall room OR the adjoining corridor.

**APPENDIX C.** Furniture and equipment supplied with and forming part of the VOD.

1 x Desk, 1 x Office Desk Chair, 1 x Shared litter bin.

One or more tables, by prior agreement with the hirer and listed here:

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**APPENDIX D.** Facilities and Services to be enjoyed at the VOD and in the Building:

1. Access to and from the VOD, all properly maintained, decorated, cleaned, heated and lit with power provided to plug sockets.
2. Toilets and washroom facilities for men and women with hot and cold water.
3. Connection via Wi-Fi to shared site ADSL. Bandwidth may be restricted. Facility is supplied for e-mails and Internet browsing and may be restricted or withdrawn if misused.
4. Access to the kitchen for preparation of drinks/snacks.
5. Reasonable use of the car parking area.

This Agreement has been entered into on the Date stated:

Signed For Lindridge Parish Hall ………………………………………………

Name:

Signed by Licensee …………………………………………………

Name: