

Woodham Ferrers Village Hall

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www.wfvh.org.uk

Registered Charity No: 301441

Standard Conditions of Hire

These standard conditions apply to everyone hiring the village hall. If the Hirer is in any doubt as to the meaning of any the following, the Booking Clerk should immediately be consulted.

2. Age

The Hirer, not being a person under 25 years of age, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions of the Premises Licence and/or Operating Schedule relating to management and supervision of the premises are met.

3. Smoking

The hall has a **NO SMOKING POLICY**. Smoking is not permissible in any part of the building.

4. Supervision

4.1. The Hirer shall during the period of the hiring, be responsible for: supervision of the premises, the fabric and the contents; their care, safety from damage however slight or change of any sort; and the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements as to avoid obstruction of the highway. As directed by the Bookings clerk, the hirer shall repair or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

4.2. There shall, in addition to the Hirer, be a minimum of competent attendants as indicated below on duty on the premises to assist people entering and leaving, none of whom shall be less than 25 years of age. If most of the audience is under 16, the number of attendants shall be in the ratio 1:10. All persons on duty shall have been instructed as to their essential responsibilities in the event of fire and other emergencies, including attention to disabled persons, the location and use of the fire fighting equipment available, how to call the Fire Brigade and evacuation procedure.

4.3. The number of persons on the premises shall not exceed:

Main Hall	170
Small Hall/ Meeting Room	30

5. Use of Premises

The Hirer shall not use the premises for any purpose other than that described in the Hiring Agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof.

6. Gaming Betting and Lotteries

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

7. Dangerous and Unsuitable Performances

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

8. Film Shows

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Classification.

9. Licences

The hirer shall ensure that the village hall holds a Performing Society Rights Licence which permits the use of copyright music in any form e.g. record, compact disc, tapes, radio, television or by performers in person. If other licences are required in respect of any activity in the Village Hall the Hirer should ensure that they hold the relevant licence or the Village Hall holds it.

10. Public Safety Compliance

The Hirer shall comply with all the conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Licensing Authority 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.

10.1.1. The Hirer acknowledges that they have received instructions on the following matters:

10.1.2. The action to be taken in the event of a fire. This includes calling the Fire Brigade and evacuating the hall.

10.1.3. The location and use of fire equipment.

10.1.4. Escape routes and the need to keep them clear.

10.1.5. Method of operation of escape door fastenings.

10.1.6. Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.

10.2. In advance of an entertainment or play the hirer shall check the following items:

10.2.1. That all fire exits are unlocked and panic bolts in good working order.

10.2.2. That all escape routes are free of obstruction and can be safely used.

10.2.3. That any fire doors are not wedged open.

10.2.4. That exit signs are illuminated.

10.2.5. That there are no obvious fire hazards on the premises

11. Explosives and Flammable Substances

The hirer shall ensure that:

11.1. Highly flammable substances are not brought into, or used in any part of the premises and that

11.2. No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the management committee. No decorations are to be put up near light fittings or heaters.

11.3. No candles or other open flame devices are to be used in the small hall.

12. Outbreaks of Fire

The Fire Brigade shall be called out to any outbreak of fire, however slight, and details thereof shall be given to the Bookings Clerk.

13. Means of Escape

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

13.2. The emergency lighting supply illuminating all exit signs and routes are operated by an automatic mains failure switching device and are turned on during the whole of the time the premises are occupied.

14. Health and Hygiene

The hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on

the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are provided with a refrigerator.

15. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to a member of the Village Hall management committee as soon as possible: any failure of equipment belonging to the Village Hall or brought in by the Hirer must also be reported as soon as possible. Certain types of accident or injury must be reported on a special form to the Local Authority. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR). Copies of this form are available in the kitchen.

16. Electrical Appliance Safety

- 16.1. Ensure that no electrical appliances are altered, removed or in any way interfered with.
- 16.2. On leaving, check that all electrical equipment and appliances are turned off and unplugged (except where marked).
- 16.3. The Hirer shall ensure that any electrical appliances brought by them onto the premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work regulations 1989. Where a residual circuit breaker is provided the hirer **must** make use of it in the interests of public safety.

17. Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used at any time on the premises, without the consent of the management committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

18. Indemnity

- 18.1. The Hirer shall indemnify and keep indemnified each member of the Village Hall management committee and the Village Hall's employees, volunteers, agents and invitees against:
 - 18.1.1. the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises.
 - 18.1.2. all claims, losses, damages and costs in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer
 - 18.1.3. all claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer.
- 18.2. Commercial Hirers shall take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against the Hirer's liability under paragraph 18.1.1 and all claims arising as a result of the hire and on demand shall produce the policy and current receipt or other evidence of cover to the Bookings Clerk. Failure to produce such policy and evidence of cover will render the hiring void and enable the Booking Clerk to rehire the premises to another hirer.
- 18.3. The Village Hall is insured against claims arising out of its **own** negligence.

19. Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought onto the premises, other than for a special event agreed to by the Village Hall Committee. No animals whatsoever are to enter the kitchen at any time.

20. Drunk and Disorderly Behaviour and Supply of Illegal Drugs

The Hirer shall ensure, that in order to avoid disturbing neighbours to the hall and avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of

alcohol. The hirer must not be under the influence of alcohol or drugs and must remain capable of carrying out her/his responsibilities under the conditions of the Hiring Agreement. Drunk and Disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk, or to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises. No illegal drugs may be brought onto the premises.

21. Compliance with The Children Act 1989

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons who have passed the appropriate Criminal Records Bureau checks have access to the children (checks may also apply where children over eight and vulnerable adults are taking part in activities). The Hirer shall provide the Village Hall with a copy of their Child protection Policy on request.

22. Fly Posting

The Hirer shall not carry out or permit fly posting or any form of unauthorised advertisements for any event taking place at the premises, and shall indemnify and keep indemnified each member of the Village Hall's management committee accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

23. Sale of Goods

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

24. Cancellation

If the Hirer wishes to cancel the booking before the date of the event then they will forgo the non-refundable holding deposit paid to secure the booking. If the Hirer cancels the event within 3 weeks of the date of the booking and the total hire charge has been paid, then this money may also be forfeited, unless a substitute booking can be secured. The Village Hall reserves the right to cancel the hiring by written notice to the Hirer in the event of:

24.1. the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election.

24.1. the Village Hall management committee reasonably consider 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.

24.2. the premises becoming unfit (through breakdown of machinery, failure of electricity, leaking of water, fire, Government restriction or Acts of God) for the use intended by the Hirer.

24.3. 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 the Hirer shall be entitled to a refund of any deposit already paid, but the Village Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

25 End of Hire

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless otherwise directed and any contents temporarily removed from their usual positions properly replaced, otherwise the Village Hall shall be at liberty to make a deduction from the dirt and damage deposit. The following checks must be made:

- 25.1. Premises must be swept, clean and tidy.
- 25.2. Furniture returned to correct storage places. Furniture to be stacked as per instructions at the hall.
- 25.3. Cooker and heaters turned off
- 25.4. All electrical equipment and appliances are turned off and unplugged (except where marked)
- 25.5. Turn off all lights and water taps
- 25.6. Close all internal doors
- 25.7. Curtains should be left open.

26 Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any licensing conditions of the premises. Anyone using sound amplification equipment must use the 3 RED SWITCHES at the north end of the hall

27 Stored Equipment

The Village Hall accepts 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 fees will be charged for each day or part of a day at the hire fee rate per hiring until the same is removed. Such fees may be deducted from the damage deposit.

The Village Hall may, in its discretion on any of the following circumstances, namely

- 27.1. In respect of stored equipment, failure by the Hirer either to pay any storage charges due and payable or to remove the same within 7 days after the agreed storage period has ended, or

- 27.2. In respect of any property brought on to the premises for the purpose of the hiring, failure by the Hirer to remove the same within 7 days after the hiring,

dispose of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

28 No Alterations

No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of the Bookings Clerk. Any alteration, fixture or fittings or attachment so approved shall at the discretion of the Village Hall remain in the premises at the end of the hiring. It will become the property of the Village Hall unless removed by the Hirer who must make good to the satisfaction of the hall or, if any damage caused to the premises by such removal. No nails or drawing pins to be used to secure decorations.

- 28.1 The stage, tables and chairs belong to the Village Hall and are not to be removed from the premises. Should the Hirer wish to use the stage, permission must be obtained from the Village Hall Committee.

29. Rights

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

The Management Committee reserves the right of entry for its authorised members to any part of the premises at any time. In the event of dispute the decision of the Management Committee shall be final.

Any complaint should be made within 48 hours of occurrence and in writing.