

Stowupland Village Hall Conditions of Hire (1 April 2024)

Conditions of Hire – The Top 15

We thought it would be helpful to highlight the most important conditions:

- A. The Hirer is responsible for supervision of the premises and ensuring the Hall and any equipment are not damaged and the people in the Hall behave appropriately.
- B. The Hirer is responsible for making sure the Hall is used only for the purposes it was hired for, as stated on the Hiring Agreement.
- C. The Hirer should familiarise themselves with the "Fire Instructions for Users" in annex A and ensure they know what to do in the event of a fire.
- D. The Hirer must ensure that any electrical appliances brought into the premises are used safely, PAT tested and in good working order.
- E. Hiring the Hall is no guarantee adequate car parking spaces will be available and all spaces are available on a "first come first served" basis. No refunds will be given if the car park is full.
- F. The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event in the hall.
- G. The Caretaker or Booking Secretary will agree with the Hirer arrangements for access to the Hall. The Hirer must comply with these arrangements.
- H. No alterations or additions may be made to the premises nor may any decorations or other fixtures be installed or attached in any way to any part of the hall without prior approval.
- I. A Bar is available for events and can be booked when booking the Hall. If you do not use the Bar, alcohol can only be served on the premises with the written permission of the Village Hall Trustees.
- J. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way must leave the premises immediately.
- K. The Hirer shall be responsible for leaving the premises and surrounding area, in a clean and tidy condition. That means any tables or chairs you have used and all frequently touched surfaces (door handles, taps, etc.) are cleaned. Any litter or rubbish should be picked up and taken home. Glass bottles can be placed in the bottle banks.
- L. No balloons, Chinese lanterns, fireworks or other airborne items can be released from the Village Hall or surrounding areas.
- M. When using the hall please be considerate of the neighbours, keep the noise down and don't make any noise outside after 11pm.
- N. Smoking, including e-cigarettes, is not permitted in the Hall. Smoking and e-cigarettes are permitted in the car park but all cigarette butts should be placed in the bins provided.
- O. Finally, please read the **full** hire conditions below as they are important.

Stowupland Village Hall standard conditions of hire (Regd. Charity 304822)

These standard conditions apply to all hirings. If the Hirer is in any doubt as to the meaning of the following, please consult the Booking Secretary.

1. Age

The Hirer, not being a person under 21 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, under this Agreement, relating to management and supervision of the premises are met.

2. Supervision

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. As directed by the Hall Trustees, the Hirer shall 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

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 nor allow the consumption of alcohol thereon without written permission.

4. 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.

5. Licensable activities

The Hirer shall ensure that the Village Hall holds a Performing Society Right Licence which permits the use of copyright music in any form, e.g. record, compact disc, digital, 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.

6. Public safety compliance

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

(a) The Hirer acknowledges receipt of written guidance (see separate annexe) covering the following:

- 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.
- 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.

(b) In advance of any use the Hirer shall check the following items:

- That all fire exits are unlocked and panic bolts in good working order.
- That all escape routes are free of obstruction and can be safely used.
- That any fire doors are not wedged open.
- That exit signs are illuminated.
- That there are no obvious fire hazards on the premises.

7. Means of escape

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

(b) The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

8. Outbreaks of fire

The Fire Brigade shall be called to any outbreak of fire, however slight, and details provided to the Secretary of the management committee.

9. 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 and thermometer.

10. Electrical appliance safety

The Hirer shall ensure that any electrical appliances brought by them to 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.

11. Insurance and indemnity

(a) The Hirer shall be liable for:

- (i) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises
- (ii) all claims, losses, damages and costs made against or incurred by the village hall management committee, their employees, volunteers, agents or invitees 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, and
- (iii) all claims, losses, damages and costs made against or incurred by the village hall management committee, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer, and subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of the village hall management committee and the village hall's employees, volunteers, agents and invitees against such liabilities.

(b) The Village Hall shall take out adequate insurance to ensure the liabilities described in sub-clauses (a)(i) above and in the case of non-commercial hirers, insures the liabilities described in sub-clauses (a) (ii) and (iii) above. The village hall shall claim on its insurance for any liability of the Hirer hereunder but 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 (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy. The village hall is insured against any claims arising out of its **own** negligence.

12. Accidents and dangerous occurrences

- a) The Hirer must report all accidents involving injury to the public as soon as possible to the Secretary (details shown on the front of the Village Hall) in order that the details can be recorded in the relevant section in the Village Hall's accident book. Minor injuries can be recorded in the accident book which is kept in the kitchen cupboard. Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. The Secretary of the Management Committee can assist in obtaining this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR). The Incident Contact Centre at Caerphilly Business Park, Caerphilly, CF83 3GG can be contacted by Telephone (0845 3009923); or via their website: www.riddor.gov.uk; or via the HSE website: www.hse.gov.uk
- b) Any failure of equipment belonging to the Village Hall or brought in by the Hirer must be reported to the caretaker (01449 613271). Any equipment brought in by the hirer must conform to current safety standards including being P.A.T. certified where necessary.

13. Explosives, flammable substances and airborne devices

The Hirer shall ensure that:

- (a) Highly flammable substances are not brought into, or used in any part of the premises and that
- (b) 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.
- (c) No balloons or other airborne items can be released from the Village Hall or surrounding areas.
- (d) No Fireworks or Chinese Lanterns will be permitted within the property or grounds of the Village Hall.

14. Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the management committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

15. Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall ensure that in order to avoid disturbing neighbours to the hall, and violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. 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 nor 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.

16. Animals

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

17. 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 management committee with a copy of their CRB check and Child Protection Policy on request.

18. Fly posting

The Hirer shall not carry out or permit fly posting or any other 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.

19. 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.

20. Film shows

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film.

21. Cancellation

The hire fee will not be refunded if a booking is cancelled by the hirer. The hirer is liable for the loss of hire fee and the loss of any breakages / cleaning deposit.

The Village Hall reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- (a) The premises being required for use as a Polling Station, for the Village Hall or Parish Council Annual Meeting or for a reason the Village Hall trustees consider an emergency.
- (b) The Village Hall management committee reasonably considering that (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring.
- (c) The premises becoming unfit for the use intended by the Hirer.
- (d) An emergency requiring use of the premises as an emergency shelter.

In any such case the Hirer shall be entitled to a refund of any hire fee already paid, but the village hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

22. 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 directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the village hall shall be at liberty to make an additional charge.

-
- 23. 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 other licensing condition for the premises. Don't make any noise outside after 11pm.
- 24. 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 per hiring until the same is removed.
- The Village Hall may use its discretion in any of the following circumstances:
- (a) Failure by the Hirer either to pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended.
 - (b) Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in the village hall management committee disposing 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.
- 25. 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 prior approval. Ribbons, balloons etc must not be attached to the metal grid work or suspended ceiling tiles. Any alteration, fixture or fitting 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) any damage caused to the premises by such removal.
- 26. No rights**
The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.
- 27. Dangerous and unsuitable performances**
Performances involving danger to the public or of a sexually explicit nature shall not be given.
- 28. No-Smoking**
The Hirer shall ensure that the Hirer's invitees comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises.
- 29. COVID Precautions**
The Hirer shall ensure those attending the activity or event comply with the COVID Guidelines (see appendix B). Hand sanitisers have been provided at various locations in the hall.
- 30. Car Parking**
The car park at the Village Hall is used by both users of the Hall and users of the Bowls Club, Football Club and Cricket Club plus members of the public. Hiring the Hall is no guarantee adequate car parking spaces will be available and all spaces are available on a "first come first served" basis. No refunds will be given if the car park is full.

ANNEX A

FIRE INSTRUCTIONS FOR HIRERS

In the event of an outbreak of fire, however slight, the first priority is to evacuate all occupants from the building, including from the adjacent Sports and Social Club. Hirers should familiarise themselves with the evacuation signs and the break-glass fire alarms situated by all exits.

Hirers should also make themselves aware of the principal fire exits. These are:

- The main hall doorway (fitted with a simple turn-lock).
- The double fire door at the rear left-hand side of the hall and the rear door in the small bar area (both fitted with push bars).
- The side door in the kitchen (fitted with a simple turn-lock).
- The doorway in the small meeting room (fitted with push bars).

**Fire exits must always be kept clear.
Close all doors on evacuation of the premises**

Any fire should be reported immediately to the Fire Service by phoning 999.

YOU SHOULD ONLY ATTEMPT TO TACKLE A FIRE WHERE IT IS SAFE TO DO SO AND YOU HAVE A CLEAR ESCAPE ROUTE.

The hall has the following fire equipment:

- Two water extinguishers by the swing doors.
- One foam extinguisher in the small Bar Area.
- One powder extinguisher and a fire blanket in the Kitchen.
- One powder extinguisher in the Caretaker's Room.
- One CO2 extinguisher behind the Bar.
- One water extinguisher in the small Meeting Room.
- One CO2 extinguisher to the left of the stage.

Before using a fire extinguisher, read the instructions on it and ensure it is the right one for the fire you are facing.

Please inform a member of the village hall management committee as soon as possible in the event of a fire (contact details are displayed on the front wall of the village hall).

Don't hesitate to seek advice from the Booking Secretary or the Caretaker if you need any further guidance on these instructions.

Appendix B

Special Conditions of Hire in Respect of COVID

While the Government has ended COVID restrictions you are asked to observe the following requirements in order that more vulnerable people feel safe using the Village Hall.

SC1:

You, the hirer, will be responsible for encouraging those attending your activity or event to comply with the COVID-19 Secure Guidelines while entering and occupying the hall, as shown on the poster displayed in the hall, including using the hand sanitizer supplied.

SC2:

You will make sure that everyone likely to attend your activity or event understands that they **MUST NOT DO** if they are unwell or anyone in their household has had COVID-19 symptoms in the last 48 hours, or if still in their self-isolation period following a positive test. If they develop symptoms within 5 days of visiting the premises, they should be encouraged to carry out a COVID-19 test.

SC3:

You will be responsible for regular cleaning of frequently used surfaces during your hire, paying particular attention to equipment such as tables, wash hand basins and kitchen sinks, using the products supplied. Please clean all surfaces used before leaving and record that you have done so in the COVIS record in the kitchen.

SC4:

You will keep the premises well ventilated during your hire. You will be responsible for ensuring doors and windows are all securely closed on leaving.

SC5:

You will encourage social distancing between people who do not have regular contact with each other as far as possible.

SC6:

You will encourage mitigation measures such as face coverings if your event is likely to be busy or crowded and when using confined areas such as toilets and corridors, for the safety of others.

SC7:

You will take particular care to ensure that social distancing (or mitigation such as face coverings) is maintained with any persons likely to be more vulnerable to COVID-19, including for example ensuring they can access the toilets or other confined areas without compromising social distancing.

SC8:

You will arrange the room as far as possible to facilitate social distancing, for example: Seating side by side rather than face-to-face, at least one empty chair between each person or household group. If tables are being used by people from different households a wide U-shape is advisable.

SC9:

You will be responsible for the disposal of all rubbish created during your hire, including tissues and cleaning cloths, in the bins provided before you leave. All other rubbish should be taken away with you when you leave the hall.

SC10:

Food or drink should if possible be consumed while seated.

SC11:

We will have the right to close the hall if there are safety concerns relating to COVID-19, for example, if someone attending the hall develops symptoms and cleansing is required, if it is reported these Special Hiring Conditions are not being complied with or in the event that public buildings are required or advised to close again. If that is necessary, we will do our best to inform you promptly and you will not be charged for this hire.

SC12:

For events which are likely to be busier or crowded you will take additional steps for COVID security. For example, operating a booking or queuing system, providing attendants or stewards who seat people, inviting people to use toilets in the interval row by row.

SC13:

In order to avoid risk of aerosol or droplet transmission please avoid people needing to shout or raise their voices to each other, e.g. refrain from playing loud music at a volume which makes normal conversation difficult.

SC14:

If someone becomes unwell with suspected Covid-19 symptoms, arrange for them to go home or move them to the designated safe area which is the storage area behind the stage to the left of the stage. Provide tissues and a

bin or plastic bag, and a bowl of warm soapy water for handwashing. Make sure you have contact details for others in your group and then ask them to leave the premises. Advise them to launder their clothes when they arrive home. Inform the Caretaker on 07570880909.

SC15:

The hall will be adequately cleaned and equipped before each letting but all Hirers should clean surfaces, handles, light switches etc at the start and the end of their hire period. Cleaning equipment is provided in the kitchen area. The hirer shall ensure that, before the end of their hire period:

- All kitchen crockery and cutlery are washed, dried and put away. The hirer shall bring their own tea towels for this purpose, so as to reduce the risk of contamination between hirers, and take them away.
- All tables used are cleaned and put back in the table storage area behind the stage.
- All hard surfaces of any chairs used are cleaned (see section on chairs below).
- The hall is swept.
- All door handles, light switches and frequently touched surfaces are cleaned.
- All rubbish created during your hire, including tissues, cleaning cloths, soiled nappies, used wipes and other baby changing waste, is disposed of in the rubbish bags provided in the kitchen area and all are taken home and not placed in the village hall bins.

The hirer shall ensure that the cleaning log (kept with the cleaning materials in the kitchen) is signed at the end of the hire period to indicate that the above cleaning has been carried out.

SC16:

Regular hirers storing equipment etc at the Village Hall have their own dedicated storage spaces. The Hirer shall ensure that they use only their own storage space, to avoid the possibility of cross-contamination. The Hirer is responsible for cleaning their own equipment and other stored items.