

WOODCOTE VILLAGE HALL
Woodcote Village Hall Management Committee (WVHMC)
Standard Conditions of Hire

1. 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. Any member of the Village Hall Management Committee and/or the Designated Premises Supervisor reserve the right to bar personnel from the Village Hall premises, refuse access to the premises and/or ask personnel to leave the premises.

2. Supervision

The Hirer shall be over the age of 18 years and, during the period of the hiring, be responsible for: supervision of the premises; protection of 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 and for ensuring all persons leaving the premises during or following the hiring shall do so in an orderly manner and in such a way so as not to cause nuisance or annoyance to owners or occupiers of nearby premises. The Hirer shall ensure the proper supervision of car parking arrangements so as to avoid obstruction of the highway. As directed by WVHMC, 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. 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 the premises walls (with the exception of dado rails in the main hall) without prior written approval of the WVHMC. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the WVHMC remain on the premises at the end of the hiring. It will become the property of the WVHMC unless removed by the Hirer who must make good to the satisfaction of the WVHMC any damage caused to the premises by such removal.

4. Supply/Sale of Alcohol

- No alcohol shall be sold or supplied, no intoxicating liquors (except bottled raffle prizes for fetes, bazaars etc) may be bought, sold or consumed on any part of the premises without permission in writing of the WVHMC and the Designated Premises Supervisor
- Alcohol will stop being sold, supplied or served 30 minutes before the end of the agreed booking session.
- The Hirer shall ensure that in order to avoid 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.
- No children are permitted in the bar areas unless supervised/accompanied by an adult. No children are permitted behind the bar.

5. 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.

6. Licences

Woodcote 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 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.

7. Hire Agreement

- All hire fees and deposits must be paid at the times stipulated on the Hiring Agreement. No hiring will be booked and the Hirer will have not the right to use the rooms and facilities until all such payments have been made in full at the times stipulated. Keys can only be obtained on presentation to the WVHMC Key Holder of a Key Authority Form, which will be authenticated by a WVHMC member's signature.
- The hiring may be determined by notice given by the Hiring Officer if any fee or deposit due under the Hiring Agreement is not paid on time or any of the conditions are not complied with by the Hirer but without prejudice to any claim by the WVHMC against the Hirer for such non-payment or non-compliance.

8. Public Safety Compliance

The Hirer shall comply with all 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.

(a) The Hirer acknowledges that they have received information in the following matters (see attached plan)

- How to activate Emergency Exits (push bar doors)
- 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.
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.

(b) In advance of the event 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.
- That all seating is so arranged to afford an unobstructed passage of space of at least 304 mm (12 inches) in depth and measured between perpendiculars, between the back of the one seat and the foremost portion of the arch of frame behind. Additionally, there should be adequate gangways, minimum 1.067 metres (3 feet 6 inches) on all sides, so as to provide direct access to all exit doors.

(c) Means of Escape:

- All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.
- The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole of the time the premises are occupied.

- Where persons in wheelchairs or other disabled persons are admitted to the premises, the Hirer shall ensure that adequate measures are taken to be able to evacuate such persons in a safe manner, without undue delay and without obstructing other members of the public.
- (d) Outbreaks of Fire**
- The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the WVHMC.
- 9. Electrical Appliance Safety**
- (a) 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. No appliance with a rating in excess of 3 kilowatts and requiring more than 240 volts shall be connected to the electrical installation. Appliances shall be connected only to the socket outlets provided and shall be protected by a fuse of appropriate capacity. The electrical installation shall not be tampered with or temporarily modified in any way. Extension leads shall comply with current regulations and good practice and shall have additional effective protection when crossing gangways. They shall have conductors of dimensions not less than that required to operate safely under the load carried.
- (b) All appliances for stage lighting, their controls, earthing, circuitry and mounting systems, must be tested and certified by a competent electrician as defined by I.E.E. and a certificate of compliance lodged with the WVHMC before an installation is used.
- (c) In addition to (a) and (b) above, Regular Users are deemed responsible for regular PA Testing of all portable electrical appliances owned by them that are kept at the Hall or brought to the Hall for their use.
- 10. 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 WVHMC. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.
- 11. Explosives and Flammable Substances**
- 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 shall be erected without the consent of the WVHMC.
- 12. Accidents and Dangerous Occurrences**
- The Hirer must report all accidents involving injury to the public to a member of the WVHMC as soon as possible and complete the relevant section in the Village Hall's accident file located in the First Aid cabinets. 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). Any failure of equipment belonging to the Village Hall or brought in by the Hirer must also be reported as soon as possible.
- 13. Capacity and Supervision**
- The number of people on the premises shall not exceed 150. For regulated entertainment or where the sale of alcohol takes place the number of attendants must be not less than two adult attendants for up to 100 persons and three adult attendants for 100-150 persons. Additional attendants are required if attendees are mostly under 16, or if there are many disabled people present. All persons on duty shall have been instructed as to their essential responsibilities in the event of fire or 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.
- 14. 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 WVHMC with a copy of their Child Protection Policy on request.
- 15. 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. Food cannot be sold after 11 pm.
- 16. 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 WVHMC. No animals whatsoever are to enter the kitchen at any time.
- 17. Indemnity**
- (a) The Hirer shall indemnify and keep indemnified each member of the WVHMC and the Village Hall's employees, volunteers, agents and invitees against (a) the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises by the Hirer (b) 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, and (c) 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.
- (b) The Hirer 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 17(a) 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 WVHMC. Failure to produce such policy and evidence of cover will render the hiring void and enable the WVHMC to rehire the premises to another hirer.
- Bouncy castles. If you use a bouncy castle you are required to ensure that it is:
- Supervised by responsible persons at all times when in use
 - Not used by children under 2 years old
 - Restricted to use by age group (age groups 2 to5, 6 to 12 and over 12 years must not be mixed)
- 18. End of Hire**
- The Hirer shall be responsible for: leaving the premises and surrounding area in a clean and tidy condition; all doors (internal and external) and windows closed; all external doors properly locked; internal and emergency exit lighting turned off; and any contents temporarily removed from their usual positions properly replaced. Otherwise the Village Hall shall be at liberty to make an additional charge. All food, rubbish and rummage (for example after Jumble Sales) must be removed. Bin liners and dustbins are not provided.
- 19. 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 and comply with any other licensing conditions for the premises.

20. 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 WVHMC has the discretion to dispose of any such property by sale or otherwise if the Hirer fails to remove same within 7 days after the hiring, and charge the Hirer any costs incurred in storing, selling or otherwise disposing of the property.

If the Hirer is permitted to store equipment in between sessions, it must be stored in a designated store area and locked. No article, which is dangerous or unsuitable, may be stored.

21. 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 WVHMC 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.

22. 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.

23. Cancellation

If the Hirer wishes to cancel the booking, payment due will be in line with the terms on the Hiring Agreement.

WVHMC 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 a Parliamentary or Local Government election or by-election
- (b) the WVHMC 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 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.

24. No Rights

The Hiring Agreement constitutes permission only to use part of the premises specified in the Hiring Agreement and confers no tenancy or other right of occupation on the Hirer. The WVHMC's representative reserves the right to enter the premises without notice at any time during any hiring period for the purpose of examining the premises. The Hirer shall not share the use of the agreed use of the premises with any other person or organisation unless a member or invitee of the Hirer permitted to use the premises under the hiring. The Hirer is not permitted to arrange a Temporary Event Notice without prior written permission from the WVHMC.

25. Smoking

The Hirer shall, and 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. The smoking of e-cigarettes is not allowed on the premises nor is the re-charging of e-cigarettes.

26. Manual Handling

It is the responsibility of hirers and hall users to take due care when lifting or moving heavy items so as not to cause personal injury or injury to others.

EMERGENCY PLAN

For all users the following procedures are to be taken in the event of discovering a 'FIRE'

1. SHOULD YOU DISCOVER A FIRE: (No matter how small)

- a. Raise the alarm by activating fire call points located in the vicinity of the fire.
- c. If you are a trained in the use of fire extinguishers and feel confident to do so, tackle the fire with an appropriate appliance. Should the fire not be extinguished or get out of control, close the door on it if possible and evacuate the building.
- d. At no time put yourself or anyone else at risk.
- d. Leave the premises in a calm and orderly manner.

2. ON HEARING THE ALARM

- a. Give the necessary assistance to other people to ensure their safety.
- b. Walk to the nearest available exit, then proceed to the designated assembly point for your premises. Do not delay your exit from the building by collecting your personal belongings.
- c. Act calmly, if possible, close all doors and windows. (This will assist in preventing the fire spreading).
- d. The Hirer/Premises Manager in charge must ensure that the Fire Brigade has been called.

3. CALLING THE FIRE BRIGADE

Call the Fire Brigade **IMMEDIATELY** to every fire or on suspicion of fire. **DIAL 999**. When the exchange operator answers ask for **FIRE**; you will then be connected to the Fire Brigade.

When the Fire Brigade Operator replies give all details distinctly:

- Location of Fire, with full address.
- **DO NOT** replace the receiver until emergency operator has repeated the addresses and location of the fire

4. ASSEMBLY AREA

- a. On hearing the alarm leave what you are doing and leave the premises in a calm and orderly manner, and proceed to your designated Fire Assembly Point.
- b. If possible, close all doors and windows on leaving the premises.
- c. **DO NOT RE-ENTER THE PREMISES.**
- d. On arrival of the Fire Brigade, the Officer in charge should be informed that all persons are safe or their last known position.

THE ASSEMBLY AREA FOR THESE PREMISES IS LOCATED :- **ON THE VILLAGE GREEN**
 The assembly area for the Youth Centre part of the hall is **BEHIND THE BUS SHELTER**

5. **ROLL CALL**
- a. The Hirer/Supervisors must account for people on the premises.
 - b. Once everyone is accounted for, report to the Fire /Emergency Co-ordinator for those premises.
DO NOT RE-ENTER ANY PREMISES UNLESS THE LOCAL FIRE BRIGADE CO-ORDINATOR HAS GIVEN THE "ALL CLEAR"

HIRERS/HALL USERS

*****Regular users are required to carry out fire drills twice a year*****

- Please take some time to familiarise yourself with the fire exits and the location of extinguishers.
- Appoint Fire Warden(s):

.....

- Please ensure any visitors are safely escorted out of the building
- Report to the assembly point: **ON THE VILLAGE GREEN OR BEHIND THE BUS SHELTER**
- It is the responsibility of the Fire Wardens to carry out a 'role-call' and to liaise with the emergency services. The Fire Wardens should also be the last people to exit the building.

FIRE WARDENS' RESPONSIBILITIES

- Upon hearing the fire alarms, call the Fire Brigade
- Ensure that everyone is evacuated as quickly as possible
- The Fire Wardens should be the last people to leave the building, having first checked that everyone has left the building. It is vital to remember that this should only be carried out if you will not compromise your own safety in the process.
- Carry out a roll-call to ensure that everyone is accounted for (use the current whereabouts sheet or absence record sheet)
- When the Emergency Services arrive, tell the Chief Fire Officer the location of the fire and inform them if anyone is missing from the roll-call.

