



East Woodhay Village Hall

Standard Conditions of Hire

If the Hirer is in any doubt as to the meaning of the following conditions, the East Woodhay Village Hall (EWH) Committee Representative should be consulted. For the purpose of these conditions, the term 'Hirer' shall mean an individual Hirer or where the Hirer is an organisation, its authorised representative.

1. **Supervision:** The Hirer will, during the period of the hire, be responsible for:
 - a. the care and supervision of the premises and the contents to ensure safety from damage or change of any sort, however slight.
 - b. the behaviour of all persons using the premises, whatever their capacity.
 - c. supervision of car parking arrangements so as to ensure safety and avoid obstruction of the highway.
2. **Use of Premises** - The Hirer shall:
 - a. use the premises only for the purpose described in the hiring agreement.
 - b. shall not sub-hire the premises.
 - c. shall not allow the premises to be used for any unlawful purpose or in any unlawful way.
 - d. shall not do anything or bring on to the premises anything which may endanger the premises, the safety of personnel attending the event or render invalid any insurance policies set in place by the Management Committee.
3. **Refundable Security Deposits** - For single use bookings, a refundable security deposit will be added to the Hiring Fee. After the Event, the refundable security deposit will be returned to the Hirer if the premises are left in a clean and tidy state. Otherwise, a portion (up to 100%) of the deposit will be retained and used to bring the premises back to its normal, orderly state.
4. **Licenses** - The Hirer shall:
 - a. be responsible for obtaining such licenses as may be needed for the sale or supply of alcohol. Where a licensable activity will take place, the Hirer hereby acknowledges the need to arrange an appropriate 'Temporary Events Notice' (TENs) license and provide a copy to the Committee representative before the event. A TENs guidance note is available from the booking representative.
 - b. ensure that all appropriate age restrictions limiting the consumption of alcohol are observed for the period of the Hire.
 - c. ensure that there is no contravention of the law relating to gaming or betting.

5. **Bouncy Castles** - East Woodhay Village Hall Trustees allow the use of bouncy castles and similar play devices under the conditions outlined in the document entitled 'Bouncy Castles - Rules and Indemnity Form' (this document is available from the Booking Representative or any member of the Management Committee). This form must be read, signed and returned to the EWWH Bookings Representative before the event takes place.
6. **Drunk and disorderly behaviour and supply of illegal drugs** - The Hirer shall ensure that:
 - a. 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.
 - b. drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. 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.
 - c. No illegal drugs are brought onto the premises.
7. **Public Safety** - The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, Magistrates Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays, at which alcohol is provided, or which is attended by children.
8. **Health and Hygiene** - The Hirer shall:
 - a. ensure that all relevant food health and hygiene legislation and regulations are followed by any personnel or organisation that is preparing or serving food.
 - b. It is the responsibility of a commercial food business using the Hall to register as a food business with all authorities necessary including the local authority.
9. **Electrical Appliance Safety** - The Hirer shall ensure that any electrical appliance brought onto the premises shall be safe, in good working order and used in a safe manner.
10. **Insurance and Indemnity** - The Hirer shall:
 - a. indemnify the Committee for the cost of any repair of any damage done to any part of the premises or contents which may occur during the period of the hiring as a result of the hiring.
 - b. be responsible for making arrangements to insure against any third party claims which may be incurred as a result of the Hiring.
11. **Accidents and Dangerous Occurrences** - The Hirer shall
 - a. report all accidents involving harm or injury to the public to a Member of the Hall Management Committee as soon as possible.
 - b. report any damage or failure of equipment either belonging to the Hall or brought in by the Hirer must also be reported as soon as possible. The Hall Committee will advise and assist with the completion of any statutory reports that may be required.
 - c. ensure that, in the interest of safety, no ball games are played on Village Hall premises either inside, in the Car Park or outside unless specifically agreed by the Hall Committee.
12. **Animals - The Hirer shall ensure that**
 - a. no animals or birds (except guide dogs and support dogs) are brought into the Hall, other than for a special event approved by the Committee.
 - b. that no animals or birds are allowed into the kitchen area at any time.

13. **Electrical Equipment**

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 the public.

14. 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 and the end of each hiring or fees will be charged for each or part day at the hire fee per hiring until the same is removed.

Regular users may store their equipment in the designated storage space at their own risk. The hall does not take any responsibility for loss or damage.

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 the stored equipment due and payable or remove the same within 7 days after the agreed storage period is ended.
- b. Failure by the hirer to dispose of any property brought on to the premises for the purposes of hiring.

The above 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 or selling or otherwise disposing of the same.

15. Smoking

The Hirer shall , and shall ensure that the Hirers invitees,comply with the prohibition of smoking in public places provision of the Health Act 2006.

16. Accidents and Dangerous Occurrences

- a. Any failure of equipment belonging to the village hall or brought in by the Hirer must also be reported as soon as possible.
- b. The Hirer must report all accidents involving injury to the public to a member of the village hall management committee as soon as possible and complete the relevant section in the village hall accident book. Certain times of accident or injury must be reported on a special form to the Incident Contact Centre. A member of the management committee will give assistance in completing this form and can provide contact details.

17. Explosive and Inflammable Substances

The hirer shall ensure that:

- a. Highly inflammable 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 heatings.

18. 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.

19. Safeguarding children, young people, and adults at risk

- a. 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 2006, the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation.
- b. 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).
- c. All reasonable steps must be taken to prevent harm, and to respond appropriately when harm does occur. Relevant concerns must be reported.

20. Public Safety Compliance

- a. 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. The Hirer shall also comply with the hall's health and safety policy.
- b. The hirer acknowledges that they have received instructions in the following matters:
 - The action to be taken in the event of a 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 fire doors and closing all fire doors at the time of the fire.
 - Location of first aid box.

21. Fly Posting - The Hirer:

- a. shall not carry out or permit fly posting of any form of unauthorised advertisements, posters or written material shall indemnify the Committee accordingly against all actions, claims and proceedings arising from any breach of this condition.

22. Cancellation

- a. The Hirer shall be liable to pay the hire fee or such portion of it as may be determined by the Committee if the hire is cancelled within 8 weeks of the booked event date and the Committee is unable to secure a replacement booking.
- b. In the event that the circumstances of the hire event are found to be materially different from those described on the Hire Contract form, the Committee may cancel the booking and shall have absolute discretion as to the amount of any repayment of the security deposit or fee.
- c. In the event of competing requests for the premises, the Management Committee reserves the right to select the successful request, even if that decision results in the cancellation of a previously approved request.
- d. In exceptional circumstances, the Committee reserves the right to refuse a booking without notice or cancel a hiring agreement giving seven days' notice in which case the Hirer shall be entitled to a refund of any payments already made.
- e. In the event that the Hall is required for use as a polling station for a Parliamentary or Local election, The Committee reserves the right to cancel the booking in which case the Hirer shall be entitled to a refund of any payments already made.

23. Hall Entertainment License -

- a. The Hall is licensed until 11.45pm only; all regulated activity must cease by this time.
- b. Persons undertaking clearing up duties may remain in the Hall after this time.
- c. If Broadcast television is to be shown, the Hirer is to discuss the need for a TV license with the Committee Representative before the event.

24. Noise - The Hirer shall ensure that noise levels are kept to a level that does not disturb local residents during the hire and when leaving the area.

25. End of Hire - The Hirer shall:

- a. be responsible for leaving the premises and surrounding area in a clean and tidy condition, ready for immediate use by another Hirer,
- b. ensure that the premises are properly locked and secured at the end of the hire period unless directed otherwise.
- c. Ensure that any contents moved during the hire are replaced in their proper storage positions.
- d. Ensure that all rubbish generated by the Hirer shall be removed and not left in the Hall waste bins.

Failure to ensure any of the above conditions may result in the Committee making an additional charge to the Hirer.

26. No Alterations

No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles attached in any way to any part of the premises without without prior written approval of a member of the Village Hall management committee. Any alteration, fixture, or fitting or attachment so approved left at the end of the hiring shall become the property of the village hall unless removed by the hirer who must make good to the satisfaction of the Village Hall any damage caused to the premises by such removal.

27. Access and Use

Please refer to the Village Hall's Access and Use policy.

28. The Recreation Facilities

Health End Recreation Ground is a public facility managed by East Woodhay Parish Council and is available for use by the public. The Hirer should be aware that in the event of any accident occurring to themselves or their guests during the period of hire, no claims can be made East Woodhay Village Hall.

Use of the Recreation Ground in conjunction with the hall is at the discretion of the Parish Council, and if agreed, all outside activity must cease by 10.30pm.

East Woodhay Parish Council has Public Liability Insurance for general public use of Heath End Recreation Ground through a Specialist National Parish Council Insurance Scheme with Zurich Municipal underwritten by Zurich Insurance. The insurance does not specifically cover Public Liability for Hire of or part hire of the Recreation Ground for private events associated with hire of the Village Hall, including use of equipment e.g Bouncy Castles used for private events. The Hirer should ensure they have adequate Public Liability Insurance in place for the use of such equipment.

29. EMERGENCY EVACUATION PLAN - A copy of Plan P1.3 is attached to this document.

- a. **The hall has no telephone.** Please make sure that you have a mobile in good working order with you.
- b. The plan sets out the steps that the Hirer must take to evacuate the Premises in the event of Fire or other emergency.
- c. The Hirer is required to read the plan and to certify on the booking form that the plan has been read and is understood.
- d. The Hirer is to ensure that fire doors and escape routes are kept clear and that there is no interference with the fire alarm or security systems.

ATTACHMENT C - Fire or Other Emergency - Evacuation Procedures - Plan P1.3



FIRE ACTION
ANY PERSON DISCOVERING A FIRE

1. Sound the alarm 

2. To call the Fire & Rescue Service dial 999 and speak distinctly. Do not hang up until the address is repeated by the Fire Service. 

3. Attack the fire if possible (if you have received training) using the appliances provided. 

ON HEARING THE FIRE ALARM

4. Leave the building by the most direct route, closing all doors behind you. 

5. Report to the assembly point at
Grassed area opposite Main Entrance 

 **Do not take risks.
Do not return to the building for any reason until authorised to do so.**

The Hirer shall ensure that all fire exit doors are kept clear and available for exit throughout the event. No obstruction is to be placed in any corridor or exit route.

All fire-fighting equipment must be kept visible and accessible.

Any special fire safety needs that are not covered by the Hall's standing arrangements must be raised to the Committee by the Hirer in advance of the event.

All electrical equipment brought into the premises by user groups must be safe, functional and have evidence of recent PAT testing.

As the Hirer you are responsible as follows:

As a Fire Marshal during your hire period, you are responsible for ensuring that those using the hire premises are evacuated in an emergency.

If a fire is discovered, you must:

- ☐ Ensure that all areas are evacuated and that people move to the assembly point in the Car Park,
- ☐ Check all rooms and toilets, shutting doors once the rooms are empty, on your way to the assembly point,
- ☐ Report details of the completed evacuation or other appropriate information to the person in charge at the assembly point/Fire Officer.

You are responsible for ensuring that all staff and people involved (paid and volunteer staff, guests etc.) at the start of any event or function understand the basic fire safety precaution arrangements and procedures as follows:

- ☐ The location of fire exits,
- ☐ The location of the fire assembly point,
- ☐ The location of fire extinguishers and fire fighting equipment.

On discovering a fire, the alarm must be raised. Do not attempt to tackle the fire unless safe to do so (i.e. the fire can be quickly extinguished with the minimum risk to self). Evacuating the building is the safest thing to do. If evacuation is necessary it is important to remember the following Golden Rules:

- ☐ Don't panic - keep a clear head
- ☐ Raise the alarm – CALL 999 – Stay on the line until the address has been confirmed to you.
- ☐ Do not stop to collect personal belongings or allow others to do so
- ☐ Assist visitors and people with disabilities on your way out, if needed and if safe to do so
- ☐ Close doors behind you
- ☐ Where possible use the nearest fire exit
- ☐ Report any persons unaccounted for to the person in charge at the assembly point/Fire Officer.

Do NOT re-enter the building OR allow others to do so until instructed by the Fire Officer in charge