

Harmans Cross Village Hall

Management Committee

Registered Charity No 1093137



Chairman:

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CONDITIONS OF HIRE

This document sets out the Standard Conditions of Hire, and deals with matters of safety, as to fire and other hazards and is the basis of any Hiring. The hirer (or the hirer's representative) will sign our booking form which includes an acknowledgement that the Conditions are understood before a Hiring takes place.

Whilst the document covers many points of importance, the onus of responsibility remains on the hirer as to the care and proper use of the Hall, and the safety of persons.

The Committee has the right to refuse any application for Hiring, and has right of access and inspection during any event.

The maximum number of persons in attendance is set in accordance with the Regulatory Reform (Fire Service) Order 2005. Please refer to Appendix 1, and consult the Booking Secretary if you are in any doubt.

Permitted Hours. The day time hiring session times are 8 am to 1 pm, and 1pm to 6 pm. Evening times on Monday to Saturday are 6 pm to 11.45 pm. and on Sunday are 6pm to 11pm. All music and other noise is to cease at 11.30 pm [10.30 pm Sunday].

Cancellation.

If the Hirer wishes to cancel the booking before the date of the event and the Committee is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Committee. The Committee reserves the right to cancel this hiring by 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 premises becoming unfit for the use intended by the Hirer
- (c) 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 Committee shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

2. Supervision:

The Hirer agrees to be present (or represented by an authorised Representative, if appropriate) during the hiring and to comply fully with this Hiring Agreement.

Age of responsibility: the Hirer or the Hirer's Representative must be at least 18 years of age. A Responsible Steward of at least 18 years of age must be present for every 30 people (or less), or for every 15 (or less) children.

Where appropriate, 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 any subsequent legislation, and that only fit and proper persons who have passed the appropriate Criminal Records Bureau checks have

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access to the children (checks may also apply where children over eight and vulnerable adults are taking part in activities). In some circumstances the hirer may be required to provide the Committee with a copy of their Child Protection Policy.

The Hirer shall, during the period of the Hiring, be responsible for supervision of the premises, the fabric and the contents, and their care and protection from damage, however slight. The Hirer shall also be responsible for the behaviour of all persons using the premises whatever their capacity and for proper supervision of car parking arrangements so as to avoid obstruction of the highway. As directed by the Committee, 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. Drawing pins, adhesive tape, and/or blu tack shall not be used to mount displays.

3. Indemnity and Insurance:

By signing the completed Hiring Agreement, the Hirer indemnifies and keeps indemnified each member of the Committee and the Committee'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 (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.

When it is considered appropriate 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 and all claims arising as a result of the Hiring, and on request shall produce the policy and current receipt or other evidence of cover to the Booking Secretary. Failure to produce on request such policy and evidence of cover may render the hiring void and enable the Booking Secretary to rehire the premises to another Hirer.

4. Licences

If licenses are required in respect of any activity in the Village Hall the Hirer shall ensure that the relevant license is held or that the Committee holds it, and that the conditions of any license are properly observed.

Where a licensable event is to be held for which the premises are not licensed the Hirer shall be responsible for obtaining such authorization as may be needed, and it must be produced to the booking secretary at least 24 hours before the event

In order to hold a licensable activity not covered by the Premises Licence, a Temporary Event Notice (TEN) will need to be given to the Licensing Authority on a pro forma which can be provided. In addition the Hirer shall obtain the prior written consent of the Committee for this purpose before giving the Licensing Authority a TEN. Failure to do so will result in cancellation of the Hiring without compensation because there is a limit on the number of TENs which can be granted annually for any premises.

The premises holds a valid license issued by the Performing Rights Society.

4a Sale of alcohol

The Hall is not licensed for the sale of alcohol by a hirer. However, a Hirer may appoint a properly licensed person to sell alcohol on his behalf subject to that person's license being produced to the Booking Secretary prior to the Hiring.

5. Heating

The heating in both the main hall and the committee room is adjustable up and down only, by use of the appropriate buttons on the wall-mounted keypads. Hirers should on no account attempt to over-

ride or otherwise adjust these controls, particularly when specific notices are attached to the controls.

6. Animals

The Hirer shall ensure that no animals (including birds) except assistance dogs are brought onto the premises, other than for an event previously agreed to by the Committee. **No animals** whatsoever are to enter either **the kitchen** or **the servery** at any time.

7. Health and Hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. If food is to be prepared on the premises the hirer must be in possession of a Hygiene Certificate which must be available for inspection.

8. Specialist Equipment

Guidance will be available in laminated form on the use of specialist equipment, which must be adhered to. E.g. Industrial Dish washer, audio visual items etc.

Kitchen Hob: **Danger** Hirers should be aware that the induction system operated here can interfere with pacemaker equipment. Any persons with such medical inserts should keep at least ten feet from the cooker apparatus when in use.

Folding tables: Have strong springs on the legs. Particularly when folding away, users are recommended to use the unfolding tool aid provided.

Step ladders: Several sets are available, and used at hirers risk. Users are reminded to ensure that these are only employed sensibly with care in appropriate areas, with a second person present. Users are recommended to check the condition of stepladders before use.

Electrical fuse board : The lead hirer should make him/herself familiar with the location of the main fuse board in the cleaning cupboard.

9. Accidents and Dangerous Occurrences

First Aid Boxes and torches are located in both the main kitchen and the servery, in a marked cupboard. The Hirer must report all accidents involving injury to the public to a member of the Committee as soon as possible and complete the relevant section in the Village Hall Accident Book which is located in the cleaning cupboard in the hallway. Any failure of equipment belonging to the Village Hall or brought in by the Hirer must also be reported as soon as possible and recorded in the Defects Log in the same cupboard. Certain types of accident or injury must be reported on a special form to the local authority. The Booking Secretary will give assistance in completing this form if necessary. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

Guidance on the use of cleaning materials is included in the cleaner's cupboard.

10. Footwear

The wearing of stiletto heels is discouraged but not specifically banned, throughout the premises. For certain functions, heel protectors can be provided on free loan.

11. Drunk and Disorderly Behaviour and Supply of Illegal Drugs

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

12. Fire and Safety Regulations:

There is to be no smoking at any time inside any part of the building. Designated smoking areas are provided outside.

Fire exits are illuminated and clearly marked. Fire extinguishers are available at various points in the Hall; the hirer must acquaint himself with their location and purpose. Fire exits **must not be obstructed** by anything during the course of the hiring.

An outline plan of the premises is included on the website, and indicates the position of the fire exits. These are also clearly signed in the hall.

In the event of a fire, the agreed warning system at the Hall is by shouting 'FIRE', and breaking one of the glass panels to activate the fire alarm. This in turn will close the kitchen serving hatch. The premises are to be evacuated at once, to the front car park or to the field. No-one is to return to the building until authorised to do so. An assembly point is designated in the south-east corner of the car park, closest to the railway bridge.

The Fire and Rescue Service is to be called in the event of any fire, however slight it may appear. A public pay telephone is situated in the corridor adjacent to the disabled toilet. Additionally, the Hirer is recommended to have a mobile phone available and to check network signal.

No highly flammable substances are to be brought into or used in any part of the premises and no decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be employed without the consent of the Committee. No decorations are to be put up near light fittings.

No heating appliances shall be used on the premises without the consent of the Committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used. Electrical installations must not be disconnected or otherwise interfered with. If it is desired to bring and use additional electrical equipment, permission must be obtained in advance.

The Hirer shall ensure that any electrical appliances brought to the premises and used there shall be certified safe, in good working order, and used in a safe manner.

The possible use of candles, indoor fireworks or similar flammable materials must first be discussed with the Booking Secretary.

The Hirer shall ensure that:

Fire exits and the routes to these exits are kept clear at all times.

Seating, tables and any equipment are arranged to provide adequate and clear access to exits at all times.

13. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night. Car door banging and loud conversation in the car park **must** be discouraged.

14. 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, otherwise the Committee shall be at liberty to make an additional charge.

We do not provide rubbish bins, so **all rubbish including kitchen waste is to be taken away by the hirer**, and any contents that have been temporarily removed from their usual positions are to be properly replaced, otherwise the Committee shall be at liberty to make an additional charge.

Equipment, furniture etc brought to the premises for a function must be removed within the hiring times.

All kitchen utensils, crockery etc. must be thoroughly cleaned after use and stowed as found, likewise chairs, tables and other equipment.

All breakages and malfunctions must be recorded in the log book referred to in section 9 above and to the Booking Secretary at the end of the Hiring.

Guidance will be given on how to leave appliances, many of which are already marked. If in doubt, a locking-up procedure is available on the main notice-board.

At the end of the hiring the main doors must be locked, all windows and fire exits must be secured, the car park barrier closed, and the key(s) returned to the booking secretary. The car park light should be turned off in accordance with the written procedure on the notice board.

A plan of the hall is included in the website.

If the Hirer is in any doubt as to the meaning of this document, the Booking Secretary should be consulted immediately.

The Committee will welcome any comments you may wish to make about the hiring of the Village Hall.

APPENDIX 1 – ITEMS INCLUDED IN HIRING

Hire charges for the main hall include the use of our tables and chairs, commercial kitchen, basic crockery, glassware and cutlery, use of lighting, heating, sound and audio-visual equipment and use of the field subject to weather conditions. Additional function-quality crockery and cutlery, but not glassware, is available to hire at an extra charge equivalent to 10% of the basic hiring fee. White function-quality tablecloths are available at an extra charge of £4.00 per item, which covers the cost of laundering them.

It should be noted that the hob on the cooker in the main kitchen is of the 'induction' variety; some saucepans etc will be provided but caterers need to be aware and to understand how to use this type of hob. HIRERS AND THEIR GUESTS WITH

PACEMAKERS SHOULD REMAIN AT LEAST TEN FEET AWAY WHEN THE HOB IS IN USE.

Hire charges for the meeting room include the use of our tables and chairs, servery, basic crockery, basic glassware and cutlery.

All hire charges include the use of toilet and handwashing facilities, and car parking on our forecourt. Additional parking is available in the Parish Council car park across the road at a charge of £1 per car payable on parking. In the case of events where the hirers anticipate that approximately 100 persons or more are likely to be present, a surcharge, usually £20.00, will be made, which payment will be specifically in respect of car parking in the public car parking opposite, which sum will absolve the hirers from the £1 per car charge, and which sum will be passed on specifically to Worth Matravers Parish Council.

Hire charges for children's parties assume exclusive use of the main hall and the meeting room, with basic facilities as above.

Hire charges for weddings and similar events assume exclusive use of the whole Hall for the whole day of the event (but see below regarding set-up and clearing times), and non-exclusive use of the field subject to weather conditions. Charges also include (where available) use of lighting, heating, sound and audio-visual equipment, full use of kitchen, function-quality crockery and cutlery. White function-quality tablecloths are available at an extra charge of £4.00 per item, which covers the cost of laundering them.

No additional charge is made should the hirer wish to use a marquee or similar, as long as this is provided by an approved supplier and fully insured by the hirer or marquee supplier. However it should be noted that an outside marquee may only be used for 'overspill catering' and that under no circumstances may live or recorded music be played outside the main hall as this might prove to be intrusive to our neighbours.

2-day hiring – the period will run from 1.30.p.m. on FRIDAY through to 1.30 p.m. on SUNDAY to allow half a day before and half a day after the function for setting-up and clearing-up.

A 50% deposit is required upon signature of the hiring agreement, with the balance due prior to the event.

A bond cheque equivalent to the Hiring Fee is required for weddings and similar events. This will be returned within 21 days of the completion of the hire period providing that no damage or loss has been caused to the Hall or its contents during the hire period as a result of the hiring and that it has been left in a clean condition ready for subsequent users. Should the Management Committee decide at their own discretion that additional cleaning has been made necessary as a direct result of the hiring, the cost of such additional cleaning will be deducted from the bond cheque.

It is a condition of hiring that alcohol will not be sold on the premises unless the hirer has obtained the necessary license and has shown that license to the booking secretary a minimum of 24 hours before the hiring commences.

It is a condition of hiring that chalk dust or similar substances will not be used upon the maple floor, as it can cause damage and may also be a safety risk to subsequent hirers.

Hirers are advised that charges may be reviewed on 1st January annually. Hirings arranged before that date for events after that date will be charged at the rates in force at the time of booking.

C of H 2011 1st edition 31/1/2011