

## **WESTON VILLAGE HALL TERMS AND CONDITIONS OF HIRE**

This document covers;  
STANDARD CONDITIONS OF HIRE  
SPECIAL CONDITIONS OF HIRE DURING COVID-19  
SPECIAL CONDITIONS RELATING TO CHILDREN'S PARTIES DURING COVID-19

### **STANDARD CONDITIONS OF HIRE**

These standard conditions apply to all hiring of the Village Hall. If the Hirer is in any doubt as to the meaning of the following, the Bookings Secretary should be consulted immediately.

#### **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, including proper supervision of car parking arrangements so as to avoid obstruction of the highway. 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.

#### **Use of Premises**

The Hirer shall not use the premises for any purpose other than that described when booking, 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 from the Village Hall Committee.

#### **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.

#### **Licences and Permissions**

The Village Hall holds a Performing Right Society 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.

If the Hirer requires any licence, permission, or consent in respect of its proposed use, for instance, (but not limited to) any alcohol licence or music licence, then the Hirer shall comply with in all respects with any/all such licence(s), permission(s) and consents issued and shall, if required, provide copies of all such items to the Committee of the Village Hall on request. Note that the Village Hall accepts no liability or responsibility for ensuring compliance by the Hirer but may require sight of any documents in order to ensure that it is fulfilling its duty to manage the ongoing hire of the premises.

#### **Statutory compliance**

The Hirer shall, in relation to its use of the Village Hall, at all times and in all respects comply with all relevant statutes, regulations, by laws, and rules are in force within the UK from time to time.

### **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.

The Hirer acknowledges that they have received the following instruction in the following matters:  
Action to be taken in the event of fire. This includes calling the Fire Brigade and evacuating the hall.  
The location and use of fire equipment (shown on diagram in the hall)  
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 fire.

In advance of an entertainment or play 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.

### **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 (if not operated by an automatic mains failure switching device).

### **Outbreaks of Fire**

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Secretary of the Committee as soon as practicable.

### **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.

### **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 interest of public safety.

### **Indemnity**

- A) The Hirer shall indemnify and keep indemnified each member of the Committee 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 (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 10(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 Village Hall Committee. Failure to produce such policy and evidence of cover will render the hiring void and enable the Committee to rehire the premises to another hirer.

- C) The hirer is responsible for checking that any outside entertainer they employ to attend an event (such as a children's party entertainer) holds relevant insurance and has the relevant checks in place.
- D) The hirer is responsible for checking that any company they hire any equipment from (such as a bouncy castle) has relevant insurance in place.

The Village Hall is insured against any claims arising out of its **own** negligence.

### **Accidents and Dangerous Occurrences**

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's accident book. 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 special form to the local authority. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

### **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 (e.g. polystyrene, cotton wool) shall be erected without the consent of the Committee. No decorations are to be put up near light fittings or heaters.

### **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 Committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

### **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. 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.

### **Animals**

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

### **Compliance with The Children Act 1989**

The Hirer shall ensure that any activities for children eighteen years of age or under, 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 eighteen and vulnerable adults are taking part in activities). The Hirer shall provide the Committee with a copy of their DBS check and Safeguarding Policy on request.

### **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 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.

### **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.

### **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 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 Committee reasonably considers 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 from 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.

### **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 Committee shall be at liberty to make an additional charge. Rubbish is to be removed from the premises entirely and not left for collection from the premises and any spillages of food or drink mopped up.

### **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.

### **Stored Equipment**

The Committee 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 rate per hiring until the same is removed.

The Committee may use its discretion in any of the following circumstances:

- 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 and
- in respect of any other property brought on to the premises for the purposes of the hiring and 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.

### **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 especially to the internal walls. Nothing is to be attached by Sellotape or blue tack to any surface. Any items left in the hall will become the property of the Village Hall unless removed by the Hirer who must make good to the satisfaction of the Committee, any damage caused to the premises by such removal.

### **No Rights**

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

## **SPECIAL CONDITIONS OF HIRE DURING COVID-19**

Note: These conditions are supplemental to, not a replacement for, the hall's ordinary conditions of hire.

1. You, the hirer, will be responsible for ensuring those attending your activity or event comply with the COVID-19 Secure Guidelines while entering and occupying the hall, in particular, using the hand sanitiser supplied when entering the hall and the wearing of face coverings whilst legally required to do so or unless exemptions apply.
2. You undertake to comply with the maximum numbers in the main hall and reading room at any one time. [At 2m social distancing, these are 12 for the main hall unless everyone is seated (in which case 16) and 4 in the reading room (or 6 if everyone is seated). However, in certain circumstances, such as children's parties these may be varied so long as government guidelines are followed and with the agreement of the committee.
3. Please wipe down any door handles, light switches, window handles/catches, equipment and surfaces likely to be used during your period of hire **before** other members of your group or organisation arrive.
4. Please make sure that everyone likely to attend your activity or event understands that they **MUST NOT DO SO** if they or anyone in their household has had COVID-19 symptoms in the last 7 days, and that if they develop symptoms within 7 days of visiting the premises they **MUST** use the Test, Track and Trace system to alert others with whom they have been in contact. They must also alert you as the organiser so that you may inform the bookings secretary and the other participants in the session. Please ensure that you have contact details for everyone attending.
5. Please keep the premises well ventilated throughout your hire, with windows and doors open as far as convenient. You will be responsible for ensuring they are all securely closed on leaving.

6. Please ensure that no more than the maximum number allowed attend your activity/event. Please ensure that everyone attending maintains social distancing throughout the period of hire. Please ensure that no more than one person uses each suite of toilets at one time.

7. Please make sure that you have contact details of everyone attending your event in case these are required by track and trace.

8. Please take particular care to ensure that social distancing is maintained for any persons aged 70 or over or likely to be clinically more vulnerable to COVID-19, including for example keeping a 2m distance around them when going in and out of rooms and ensuring they can access the toilets, kitchen or other confined areas without others being present. For some people, passing another person in a confined space is less risky, but for older people that should be avoided.

9. Please position furniture or the arrangement of the room as far as possible to facilitate people seating side by side, with at least one empty chair between each person, rather than face to face. If tables are being used, please place them so as to maintain a distance of at least 2m across the table between people who are face to face e.g. using a wide U-shape. Plastic gloves must be worn when placing tables and chairs for use.

10. You are responsible for the disposal of all rubbish created during your hire into the external dustbin – including tissues, cleaning cloths before you leave the hall. Bags are provided. Please put a new bin liner in ready for the next user.

11. No food may be prepared in the hall. Hot and cold drinks and snacks may be served so long as all crockery and cutlery are washed in hot soapy water, dried and stowed away afterwards. Please bring your own tea towels for this purpose.

12. The Village Hall Management Committee have the right to close the hall if there are safety concerns relating to COVID-19, for example, if someone who has attended the hall develops symptoms and thorough cleansing is required or if it is reported that the Special Hiring Conditions are not being complied with, whether by you or by other hirers, or in the event that public buildings are asked or required to close again. If this is necessary, we will do our best to inform you promptly.

13. In the event of someone becoming unwell with suspected COVID-19 symptoms while at the hall you should remove them to the designated safe area which is the reading room kitchen or main hall bar area. Provide tissues and a bin or plastic bag and hand sanitiser. Ask others in your group to provide contact details if you do not have them and then leave the premises, observing the usual hand sanitising and social distancing precautions and advise them to launder their clothing when they arrive home. Inform the bookings secretary as soon as possible.

14. If you are holding a one-off event, other than a children's party, you, the hirer, will be required to submit a risk assessment at least 14 days prior to the event. If this is not deemed adequate by the committee you will be asked to address areas of concern and your booking will be cancelled if the committee is not satisfied.