WOODCOTE VILLAGE HALL
Woodcote Village Hall Charity (The Charity)
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 Charity 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 Charity, 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 Charity. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Charity remain on the premises at the end of the hiring. It will become the property of the Charity unless removed by the Hirer who must make good to the satisfaction of the Charity 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 the permission of the Trustees of the charity.

As a Hirer of Woodcote Village Hall, you are able to serve alcohol and operate a bar under the licence held by Woodcote Village Hall. However, you are required to notify the Trustees of Woodcote Village Hall Charity of your intention to supply or sell alcohol before your booking can be confirmed. Signed notification of 'Woodcote Village Hall Hirer's Agreement for the Sale and Supply of Alcohol' is required before supplying or selling alcohol on the premises. As such the hirer must agree to abide by the terms and conditions of the Hirer's Agreement for the Sale and Supply of Alcohol:

a. The hirer may serve/sell drinks for consumption **ON** the premises but NOT for consumption OFF the premises.

b. The hirer must observe the licensing hours displayed in the lobby. Alcohol sales must cease 30 minutes prior to closing:- Sunday to Thursday - cease serving 11pm, closing 11.30pm with the hall cleared by midnight. Friday and Saturday - cease serving 12 midnight, closing 12.30am with the hall cleared by 1am. Rooms must be left in good order and all rubbish removed in accordance with the hire agreement.

c. The hirer may only sell alcohol to persons over the age of 18. You must operate "Challenge 25" which means that if people look to be under the age of 25 then the hirer must ask for identification that proves they are over 18. Suitable identification is that bearing a photograph, date of birth and either a holographic mark or ultraviolet feature e.g. a citizen card, driving license or passport.

d. Permission to sell or supply alcohol will not be permitted at private children's or children's events whether organised privately or by an organised body e.g. the Pony Club, Scouts, Brownies etc..

e. When selling alcohol, the hirer should observe the regulations concerning measures which apply to wines (Full marked bottles or units of 125, 175 and 250ml), whiskey, gin, vodka and rum (units of 25ml). Draft beer should only be served in recognised quantities (normally pints and half pints). A list showing prices and units of volume must be displayed.

f. The hirer must ensure free potable water is available upon request.

g. The hirer must not serve alcohol to people who they believe to be intoxicated or to be at risk of intoxication through any further consumption. The hirer must not engage in any price promotions or drinking games to encourage the sale, supply or consumption of alcohol.

h. The hirer is responsible for the behaviour of their guests whilst in and when leaving the hall. No illegal drugs or disorderly conduct is permitted on the premises. Hirers/guests are required to leave the premises quietly as part of this agreement.

i. Alcohol must be brought onto the premises for the respective event/period of hire and must be removed at the close of the event/period or hire authorised by the Trustees of the charity.

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j. The hirer is responsible for ensuring that anyone assisting in the sale/supply of alcohol will receive the above instruction.

k. The hirer is the delegated 'Responsible Official' on behalf of Woodcote Village Hall Charity for the period of hire and will be held responsible for any issues that arise through poor stewardship, including any failure to apply the above regulations.

l. The Trustee's reserve the right to decline requests from hirers for the sale and supply of alcohol, at their own discretion.

m. The Sale and Supply of Alcohol will not be permitted during hire relating to teenage parties or during events held for children, either by individuals or organisations.

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

The Charity 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 (a) All hire fees must be paid to confirm the booking and the Hirer will not have the right to use the rooms and facilities until payment has been received in full. Once payment has been received, booking confirmation will be sent to the hirer followed by a code to give access to a key lock or smart lock. (b) The hiring may be refused by notice given by the Charity if any fee 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 Charity 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)
- i) How to activate Emergency Exits (push bar doors)
- ii) The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
- iii) The location and use of fire equipment
- iv) Escape routes and the need to keep them clear.
- v) 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:
- i) That all fire exits are unlocked and panic bolts in good working order. ii) That all escape routes are free of obstruction and can be safely used. iii) That any fire doors are not wedged open.
- iv) That exit signs are illuminated.
- v) That there are no obvious fire hazards on the premises.
- vi) 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:
- i) All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.
- ii) The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole of the time the premises are occupied.
- iii) 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
- i) The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Charity.

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 Charity before an installation is used.

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(c) In addition to (a) and (b) above, designated 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 Charity. 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 Charity.

12. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to a member of the Charity 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 Charity or Parish Council 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 firefighting 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 Charity 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 Charity. 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 Charity 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, in the name of the Hirer, 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 Charity. Failure to produce such policy and evidence of cover for the Hirer within 4 weeks of the event will render the hiring void and enable the Charity to rehire the premises to another hirer. If the Hirer's TPI does not cover all their invitees, failure to produce the TPI certificates for any of the Hirer's invitees e.g. stall holders, within 2 weeks of the event, will be refused by the Charity to participate in the event being held on the premises.

c) Insurance requirements according to category of hall user:-

A club /organisation running a keep fit, sport, toddler group, preschool etc event: Third Party Insurance in the name of the Hirer/organisation.

A commercial person selling a product: Third Party & product Insurance in the name of Hirer/organisation

An individual or organisation running a commercial event where third-party stall holders pay the organisers a fee to participate in the event: Third Party and product Insurance in the name of the Hirer/event organiser, plus TPI and product from all the Stall holders.

Event Risk assessment, plan showing the event layout, and names of competent adults in the event of a dangerous situation occurring e.g. fire.

(d) Bouncy castles. If you use a bouncy castle you are required to ensure that :

(a) owner of the Bouncy Castle has Third Party Insurance;

(b) supervised by responsible persons at all times when in use;

(c) not used by children under 2 years old; and

(d) restricted to use by age group (age groups 2 to5, 6 to 12 and over 12 years must not be mixed).

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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 Charity 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 Charity 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 Charity 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 Charity 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

(a) Cancellation by the Hirer.

i) If written notice of cancellation is not received before the confirmed hire, then the Hirer will be charged the full rate.

ii) Designated Regular Users who notify the Charity, in writing, of cancellation:

- less than 7 complete days before the booking date will be charged the full rate; •
  more than 7 days before the booking will not be charged.

iii) Non-regular (occasional) users who notify the Charity, in writing, of cancellation:

- less than 14 days before the booking will be charged the full rate;
- between 14 and 28 days before the booking will be charged 50% of the full rate;
- more than 28 days before the booking will not be charged.00%

(b) The Charity reserves the right to cancel this hiring by written notice to the Hirer in the event of:

i) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or ii) byelection; iii) the Charity reasonably considering that such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements;

iv) he Charity reasonably considering that unlawful or unsuitable activities will take place at the premises as a result of this hiring v) The Charity reasonably considering that the hiring will lead to overcrowding or other threat to public safety; or vi) the premises becoming unfit for the use intended by the Hirer

vii) 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.

viii) 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 Charity'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 Charity.

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.

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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.

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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)

Raise the alarm by activating fire call points located in the vicinity of the fire.
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. At no time put yourself or anyone else at risk.
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

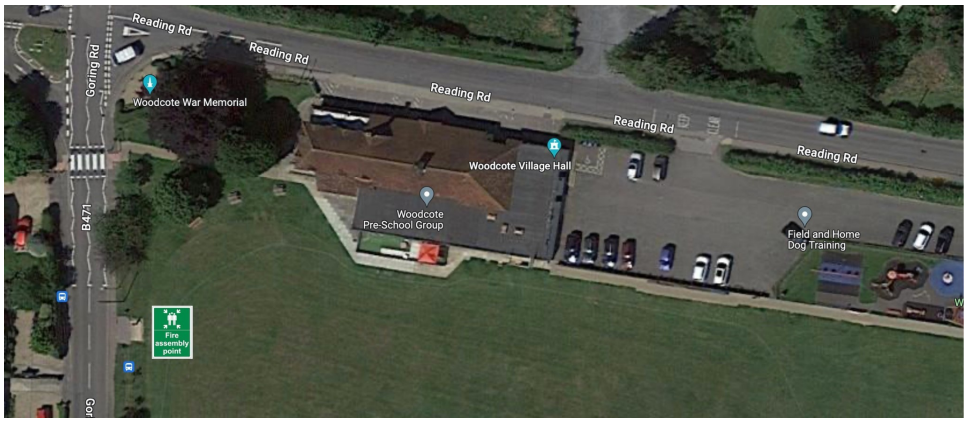
4. ASSEMBLY AREA
   a. On hearing the alarm leave what you are doing and leave the premises in a calm and orderly manner and proceed to your designated Fire Assembly Point.
   b. If possible, close all doors and windows on leaving the premises.
   c. DO NOT RE-ENTER THE PREMISES.
   d. On arrival of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

THE DESIGNATEDASSEMBLY AREA FOR THESE PREMISES IS LOCATED :-

ON THE VILLAGE GREEN 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"



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.

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