

**Occupational Licence  
for Hambledon Village Hall, GU8 4HG**

**DATE:**

**PARTIES:**

(1) **Hambledon Village Hall**, a charity with registered number 305057 acting by its management committee (hereinafter called “the Licensor”)

(2) \_\_\_\_\_ (hereinafter called  
“the Licensee”)

**OPERATIVE PROVISIONS**

**1. Definitions**

In this Licence and in the Schedule the following terms shall, except so far as the context otherwise requires, have the following meanings:

- “Accessways” means such ramps, paths, entrance hall and corridors, and other means of access in or upon the Property the use of which is necessary for obtaining access to and egress from the Designated Area(s) as the Licensor may from time to time reasonably specify on 7 days’ notice to the Licensee;
- “Designated Area(s)” means the main hall, kitchen, toilets and car park;
- “Licence Fee” means fee of £ \_\_\_\_\_ per annum<sup>1</sup> or such other fee as may be agreed in writing (including by email) by the parties;
- “Licence Period” means the period of 1 year from the date [ \_\_\_\_\_ ] or until terminated earlier pursuant to clause 6;
- “Permitted Hours” means the hours between [ \_\_\_\_\_ ] and [ \_\_\_\_\_ ] for one Session on a [ \_\_\_\_\_ ] day each week as arranged with the Booking Clerk;
- “Permitted Use” means the provision of \_\_\_\_\_ (please insert your activity)
- “Property” means Hambledon Village Hall, Malthouse Lane, Hambledon, Surrey GU8 4HG;
- “Session” means each period of use of the Designated Areas by the Licensee during the Licence Period.

## 2. Licence and Licence Fee

2.1 The Licensor hereby grants to the Licensee a licence to use the Designated Area(s) for the Licence Period for the Licensee to use during the Permitted Hours for the Permitted Use.

2.2 The Licence Fee shall be payable by equal monthly instalments on the first day of each month. The first payment shall be a proportion of the Licence Fee if this Licence does not commence on the first day of the month and shall be payable forthwith. If this Licence is determined by notice in accordance with Clause 6 and the notice does not expire on the last day of the month the payment for that month shall be a proportion of the Licence Fee or shall be payable as arranged with the booking clerk.

Village Hall Bank Details:

Lloyds      Sort Code 30 93 49      Account no 00802877

## 3. Licensee's covenants

The Licensee agrees with the Licensor as follows:

3.1 To register her business and maintain in force its registrations with all appropriate local and other statutory authorities and to comply at all times with the terms and conditions of such registrations and legislation relating thereto.

3.2 To pay the Licence Fee plus any VAT payable without any withholdings or deductions whether the same be demanded or not;

3.3 To insure and keep insured in an insurance office of good repute against damage or destruction by fire and such other risks and perils as the Licensor may reasonably require the fixtures and fittings in or upon the Designated Area(s) and also against third party claims against the Licensee in a sum of not less than £5 million in respect of death of or injury to any person or persons and/or damage to property movable or immovable arising from the condition of the Designated Area(s) or the user thereof and to produce on request to the Licensee the receipt for the current year's premium or premiums;

3.4 To provide and maintain its own equipment which will be taken away at the end of each session.

3.5 The Licensee shall in respect of each Session be responsible for:

3.5.1 unlocking and locking the Designated Area(s)/Property at the beginning and end of each supervision; **Bolt on the double doors leading to fire exit 1 on fire exit 2 and the catch on the double doors between the entrance lobby and the main hall may be locked during the time the Sessions are running only if there is a risk of children leaving the hall unsupervised and will need to be opened in an emergency and then locked on leaving the hall.**

3.5.2 the turning on and off of heating and lighting to the Designated Areas/Property.

3.5.3 the security of the Designated Area(s)/Property.

3.5.4 the protection of the fabric and contents of the Designated Areas/property and safety from damage however slight; and

3.5.5 the behaviour of all persons using the Designated Area(s) whatever their capacity and for ensuring the persons leaving the Designated Area(s) during or following each session shall do so in an orderly manner and in such a way as not to cause nuisance or annoyance to other users of the Property or owners or occupiers of nearby premises.

3.6 Not to make any alteration or addition to any part of the Designated Area(s) or to any fixtures and fittings without the prior written consent of the Licensor;

3.7 So to conduct its activities and to ensure that the rights hereunder are so exercised as not in any way to interfere with or adversely affect the enjoyment of the Property by the Licensor or by others authorised by the Licensor.

3.8 Not to assign the benefit of this licence or sub-licence or share possession with anyone of any part of the Designated Areas;

- 3.9 To keep the Designated Area(s) and Accessways unobstructed, clean and tidy and clear of rubbish;
- 3.10 To take reasonable care of the Designated Area(s) and all fixtures and fittings and not remove them or any part of them from the Designated Area(s) without the prior written consent of the Licensor;
- 3.11 To make good and pay for all damage (including accidental damage) caused to any part of the Property and the Accessways or to any of the fixtures and fittings by its clients, employees, servants, agents or similar persons;
- 3.12 Not to use or permit the Designated Area(s) to be used except for the Permitted Use;
- 3.13 Not to do or permit or suffer to be done anything which would or might constitute a breach of any statutory requirement, bye-law or regulation affecting the Property or which would or might vitiate in whole or in part any insurance effected on the Property by the Licensor from time to time or increase the rate of premium of such insurance;
- 3.14 Not to use or permit the Designated Area(s) to be used for any illegal purpose;
- 3.15 Not to store or bring onto the Designated Area(s) any articles of an especially combustible, inflammable or dangerous nature or of an illegal nature;
- 3.16 Not to impede in any way the officers, servants or agents of the Licensor in the exercise of the Licensor's rights of possession and control of the Designated Area(s);
- 3.17 To keep the Licensor and all those authorised by it to use the Property or any part thereof indemnified against all liability, damage, loss and injury, and costs and expenses of every description which may occur to or affect the Licensor or such other persons as aforesaid or its or their property arising from or through (a) the exercise of the licence by the Licensee or by any persons authorised by the Licensee including any persons invited by the Licensee or (b) the non-observance of any of the terms of this Licence however expressed or implied.
- 3.18 Not to exhibit any advertisement, signboard, nameplate, inscription, flag, banner, placard or poster on any part of the Property except with the prior written consent of the Licensor;
- 3.19 On the termination of this Licence and of each Session to vacate immediately the Designated Area(s) and to leave the Designated Area(s) in a clean and tidy condition; and
- 3.20 To comply with the administrative provisions set out in the Schedule.

#### **4. Stored equipment**

The Licensor accepts no responsibility for any stored equipment or other property brought on to or left at the Designated Area(s) or any other part of the Property, 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 Session or additional fees will be charged at the Licensor's discretion.

#### **5. Licensor's covenants**

The Licensor agrees with the Licensee as follows:

- 5.1 To make available adequate heating and lighting in the Designated Area(s)
- 5.2 To repair maintain and decorate the Designated Area(s) to a reasonable standard.

#### **6. Termination**

This Licence may be terminated by the Licensor by not less than seven days' notice to the Licensee:

- 6.1. If at any time the Licence Fee or any other payment payable hereunder is unpaid for 21 days after becoming due (whether demanded or not);
- 6.2 If the Licensee shall have failed for a period of 14 days to remedy any breach (capable of remedy) of any of the agreements, stipulations and conditions herein contained after being required to remedy the same by notice in writing from the Licensor specifying the breach and requiring the same to be remedied;

6.3 On any breach by the Licensee of the agreements stipulations and conditions herein contained which is in the opinion of the Licensor incapable of being remedied and is stated to be so in the notice given by the Licensor; and

6.4 If the Licensee ceases to trade at the Property or becomes bankrupt or if a receiver is appointed over the whole or part of its assets or if the Licensee makes an assignment for the benefit of or composition with its creditors generally or threatens to do any of these things.

This Licence may also be terminated by either party giving to the other not less than 3 months notice in writing (including by email) to the other.

### **7. No warranty or liability**

7.1 The Licensor gives no warranty that the Designated Area(s) is/are legally or physically fit for the Permitted Use.

7.2 The Licensor shall not be liable for the death or injury to any person or for damage to any property of or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Licensee in the exercise or purported exercise of the rights granted by Clause 2 except where caused by the fault of the Licensor, its servants or agents.

7.3 In the event of the Property or any part thereof being rendered unfit for the purposes of this licence the Licensor shall not be liable to the Licensee for any resulting loss or damage whatsoever.

### **8. Non-exclusive occupation**

It is hereby agreed between the parties that:

8.1 this Licence constitutes a licence and confers no tenancy or other interest in land upon the Licensee;

8.2 the licence hereby granted shall be exercised by the Licensee in common with the Licensor and all other persons now or hereafter authorised by the Licensor to use any part of the Designated

Area(s) and facilities and services affected by this Licence and the Licensor shall at all times have full and free rights of possession and management and control of the Designated Area(s); and

8.3 the Licensee shall not at any time or in any manner do any act which may impede the Licensor or any person authorised by the Licensor in the exercise of the Licensor's rights of possession and control of the Designated Area(s).

### **9. Notices**

Any notice to be given under this Licence shall either be delivered personally or sent by first class recorded delivery post. The address for service of each party shall be the address stated herein or any other address for service previously notified by one party to the other or (in the absence of any such notification) their last known address. A notice shall be deemed to have been served as follows:-

9.1 if personally delivered, at the time of delivery; and

9.2 if posted, at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authorities.

In proving such service, it shall be sufficient to prove that personal delivery was made, or that the envelope containing such notice was properly addressed and delivered into the custody office of the postal authority as a prepaid first class recorded delivery letter as the case may be.

### **10. Dispute resolution**

10.1 If at any time hereafter any dispute doubt or question shall arise between the Licensor and the Licensee touching the construction meaning or effect of this Licence or any clause or thing herein contained or their respective rights or liabilities under these presents or otherwise in relation to the Property and the dispute, doubt or question remains unresolved within four

(4) weeks of the date on which the dispute arose, then either of the parties may serve notice on the other to require the dispute, doubt or question to be referred to an independent chartered surveyor of good repute who shall be nominated without delay by agreement between the parties (such agreement not to be unreasonably withheld or delayed by either of the parties) and who shall act as an expert and not as an arbitrator, provided that in default of agreement as to such nomination the expert shall be nominated on the joint application of the relevant parties (or if either of them neglects to concur in such application, then on the sole application of the other) by the president or other chief officer or acting chief officer for the time being of the Royal Institute of Chartered Surveyors.

10.2 The following provisions shall apply if an expert is appointed to resolve a dispute, doubt or question between the parties pursuant to clause 10.1:

10.2.1 the expert shall set a strict (but nevertheless fair) timetable, not exceeding two months in its entirety, with which the parties must comply in order to secure a resolution of their dispute without undue delay or expense;

10.2.2 the expert shall invite each of the parties (or their respective agents) to submit written representations to him to explain their respective cases in relation to the dispute;

10.2.3 the costs of the reference to the expert shall be borne equally between the parties, unless the expert directs otherwise;

10.2.4 the expert shall not be fettered or bound by any representations (or comments on the same) made to him by or on behalf of either of the parties;

10.2.5 the decision of the expert shall be final and binding on the parties (in the absence of manifest error or unfairness) provided that the expert provides each of the parties with a detailed statement setting out their reasons for making the decision which they have arrived at;

10.2.6 the expert shall not have exclusive jurisdiction on questions of construction of law.

IN WITNESS this Licence has been executed and has been delivered upon its dating.

SIGNED by Ruth Canham for and on behalf of the Licensor, Hambledon Village Hall Management Committee.

SIGNED by

Licensee

## Schedule

### Administrative Provisions

#### Health and Safety at Hambledon Village Hall

It is the intention of Hambledon Village Hall Management Committee to comply with all health and safety legislation and to act positively where it can reasonably do so to prevent injury, ill health or any danger arising from its activities and operations.

Employees, hirers and visitors will be expected to recognise that there is a duty on them to comply with the practices set out by the committee, with all safety requirements set out in the hiring agreement and with safety notices on the premises and to accept responsibility to do everything they can to prevent injury to themselves or others.

The committee has carried out risk assessments. The following practices must be followed in order to minimise risks:

- **Make sure that all emergency exit doors are clear and unlocked as soon as the hall is to be used and throughout the hiring.**
- **Bolts on the doors leading to Fire Exit 1 and on Fire Exit 2 must be unbolted before any event and bolted again at the end of the event. The only exception for this is children's parties/activities where it is deemed that there is a risk of children leaving the building unsupervised. Adults supervising must be aware of this and unbolt doors in an emergency.**
- **Do not** operate or touch any electrical equipment where there are signs of damage, exposure of components or water penetration etc.
- **Do not** work on steps, ladders or at height until they are properly secured and another person is present
- **Do not** leave portable electrical or gas appliances operating while unattended
- **Do not** bring onto the property any portable electrical appliances which have not been Portable Appliance Tested (PAT tested).
- **Do not** attempt to move heavy or bulky items (eg stacked tables or chairs) - use the trolleys provided
- **Do not** stack more than four chairs
- **Do not** attempt to carry or tip a water boiler when it contains hot water. Leave it to cool.
- **Do not** allow children in the kitchen except under close supervision (e.g. for supervised cookery lessons or, in the case of older children, for supervised serving of food at functions). Avoid overcrowding in the kitchen and do not allow running.
- **Wear** suitable protective clothing when handling cleaning or other toxic materials
- **Report** any evidence of damage or faults to equipment or the building's facilities to Ruth Canham on 07977 584 596
- **Record** every accident on an accident form found in the policy file in the kitchen and report to Ruth Canham.

**Be aware and seek to avoid the following risks:**

- Creating slipping hazards on stairs, polished or wet floors – mop spills immediately
- Creating tripping hazards such as buggies, umbrellas, mops and other items left in halls and corridors
- Use adequate lighting to avoid tripping in poorly lit areas
- Risk to individuals while in sole occupancy of the building
- Risks involved in handling kitchen equipment e.g. cooker, water heater and knives
- Creating toppling hazards by piling equipment e.g. in store cupboards, crockery in kitchen cupboards.

**Contractors**

The management committee will check with contractors (including self-employed persons) before they start work that:

- the contract is clear and understood by both the contractors and the committee
- the contractors are competent to carry out the work e.g. have appropriate qualifications, references, experience
- contractors have adequate public liability insurance cover
- contractors have seen the health and safety file and are aware of any hazards which might arise (e.g. Electricity cables or gas pipes)
- contractors do not work alone on ladders at height (if necessary a volunteer should be present)
- contractors have their own health and safety policy for their staff
- the contractor knows which member of the committee is responsible for overseeing that their work is as asked and to a satisfactory standard
- any alterations or additions to the electrical installations or equipment must conform to the current regulations of the Institute of Electrical Engineers.

**Safeguarding children, young people and vulnerable adults**

You must ensure that any activities for children, young people and other vulnerable adults are only provided by fit and proper persons in accordance with the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. 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.

**Public safety compliance**

You must comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and our 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. You must also comply with our health and safety policy.

## **FIRE**

You must call the Fire Service to any outbreak of fire, however slight, and give details to our Hall Secretary.

(a) You acknowledge that you have received instruction in the following matters:

- 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. (Include diagram of location when handing over keys.)
- 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 a fire.
- Location of the first aid box. (On kitchen surface to left of cooker)

(b) In advance of any activity whether regulated entertainment or not you must check the following items:

- That all fire exits are unlocked and bolts on Fire Exits 1 and 2 are unlocked. If the activity is for young children, then the bolts on fire exits may remain locked but all supervising adults must be made aware of them and the need to unlock them in the event of an emergency.
- That all escape routes are free of obstruction and can be safely used for instant free public exit.
- That any fire doors are not wedged open.
- That exit signs are illuminated.
- That there are no fire-hazards on the premises.

## **Accidents and dangerous occurrences**

You must report to us as soon as possible any failure of our equipment or equipment brought in by you. You must report all accidents involving injury to the public to us as soon as possible and complete an accident form found in our policy file which is under the first aid kit on the kitchen counter to the left of the cooker. You must report certain types of accident or injury on a special form to the Incident Contact Centre. Our Hall Secretary will give assistance in completing this form and can provide contact details of the Incident Contact Centre. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations



## Fire Safety

The village hall has a No Smoking Policy.

As the person hiring the hall, you, are considered to be the 'responsible adult' in case of emergency.

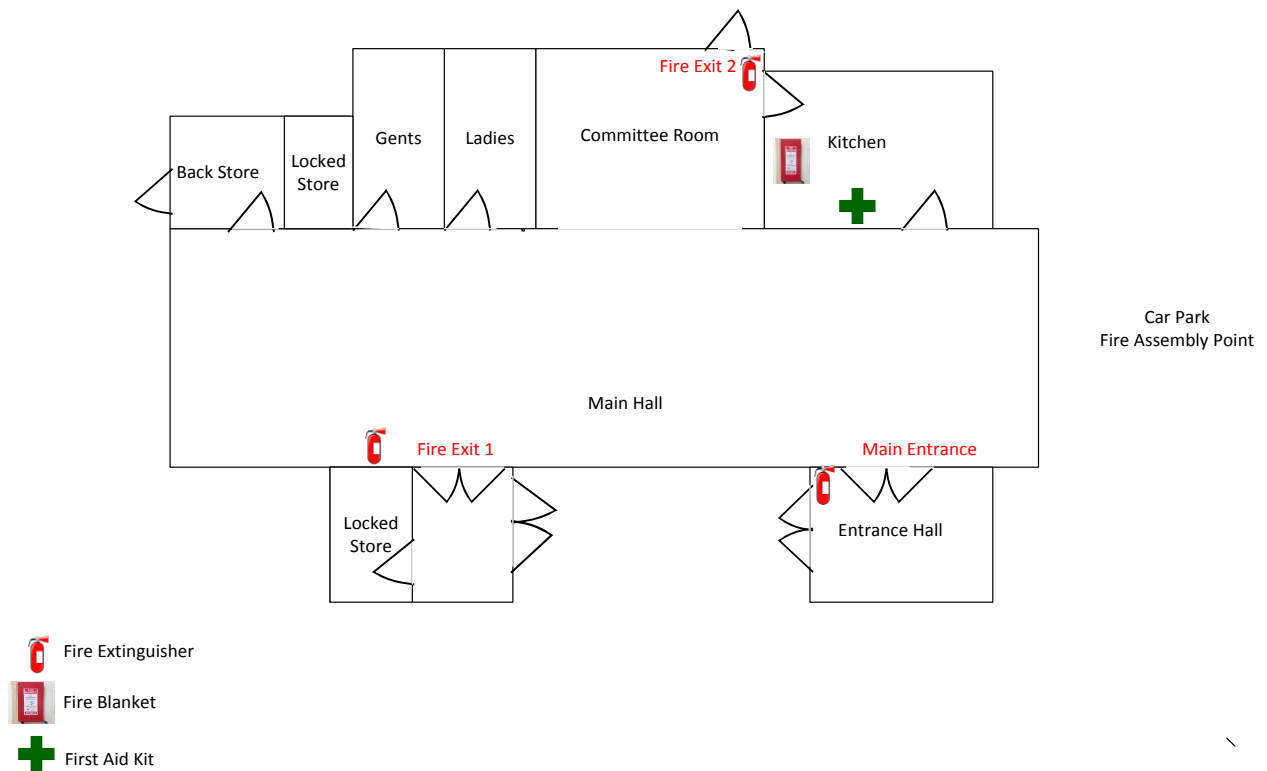
You will be shown fire exits and extinguishers as marked on the hall plan below. Fire doors have simple push bar openings. Fire Exit 2 and the double doors to Fire Exit 1 have bolts across them. These must be open when the hall is in use unless there are young children who could open the doors unsupervised. In this situation the responsible adult must be aware of the bolts and open them in an emergency.

The village hall's policy/health and safety file is kept on the kitchen surface to the left of the cooker.

A first aid box is located on the kitchen surface to the left of the cooker.

There is a defibrillator for public use outside the village shop to the left of the phone box.

### Location of fire doors and equipment.



**In case of difficulty please telephone:**

**Graeme Guthrie (Secretary) on 07836 343 478**

**Ruth Canham (Chair) on 07977 584 596 or**

**Martyn Grove (Caretaker) on 07768 294 845**

## **FIRE ACTION PLAN**

1. In the event of a fire, the person in charge of the hall or function will **RAISE THE ALARM** by the shout of FIRE and instruct all persons to **LEAVE THE BUILDING** and assemble to the front of the building, using the nearest available exits. Anyone with limited mobility should be helped from the building and, if it is safe to do so, the person in charge should check that everyone is evacuated from all parts of the hall including toilets and store rooms.
2. **CALL THE FIRE BRIGADE.**  
DIAL 999 AND GIVE THIS ADDRESS: Hambledon Village Hall, Malthouse Lane, Hambledon, Surrey **GU8 4HG**.  
The nearest public telephone is at Hambledon Village Shop, Cricket Green, Hambledon, GU8 4HF.
3. Attendants should ensure that once the hall has been evacuated, members of the public do not re-enter the building to collect personal belongings, etc.
4. On the arrival of the Fire Brigade, the person in charge of the hall should report to the Officer in Charge that all persons are safe or should inform him/her of their last known position.
5. Attendants should only attempt to extinguish the outbreak using the fire appliances provided if it is considered safe to do so.

**Please note, the Fire Service must be called to any outbreak of fire, however slight, and details given to the Hall Secretary, Graeme Guthrie on 07836 343 478**

### **Insurance**

Hambledon Village Hall's Employer's Liability and Public Liability insurance cover is provided by: **Aviva**

Telephone no of insurer	0345 030 7041
Policy No.	VH88/004744/BS63198
Date of Renewal	12 <sup>th</sup> June 2024

### **Review of Health and Safety Policy**

The management committee will review this policy annually. The next review is due in September 2024

Committee members with responsibility for aspects of health and safety will report to the committee regularly, including any accidents, faults, misuse by hirers or other matters which could affect the health and safety of users or employees.

Address and telephone number of organisations that can give advice on health and safety:

- The Health and Safety Executive 0845 345 0055
  - The Fire Authority 0800 085 0767
  - The local environmental health department.01483 523 393
- [environmentalhealth@waverley.gov.uk](mailto:environmentalhealth@waverley.gov.uk)

## Practical Information for Using the Village Hall

### Hall Keys

Instructions for collecting the keys will be sent to you once we have received this form and payment. Please ensure that any outside caterers, contractors and bar staff are aware of the hire period and that they will not be able to enter before or leave after the hire period except by prior arrangement with the booking clerk.

### Car parking

The lane outside the village hall is a public road and this must not be obstructed although parking along it is permitted. The village hall car park will accommodate 12 to 15 cars if they are parked carefully.

### Power circuits/heating

Lighting and heating comes from two electricity meters which are with the hall light switches just inside the kitchen, on the wall to the right of the sink. The upper meter runs the heaters and the lower one runs the lights, oven and electrical sockets. They accept £1 and £2 coins and costs about £5 to £6 per hour.

### Kitchen

The kitchen is equipped with crockery and cutlery for 90 people. There is a cooker, microwave, fridge and dishwasher. There are two kettles and an urn. Please keep these appliances close to the back of counter tops and be careful to avoid burns or scalds. Young children should not be allowed access to them. There is a first aid kit in the kitchen to the left of the cooker. Please note that there are child locks on the cutlery drawer and cupboard under the sink.

**WiFi** Please scan the QR code on the hall noticeboard and this will connect you to our WiFi without the need for a password or logon using the username and password supplied on the hall noticeboard.

### Decorations

Please **do not** use drawing pins, sellotape or blu tac on the walls or other surfaces as all of these have damaged our paintwork in the past. There are metal 'eyelets' all around the dado rail to attach balloons etc to. If you need to put up notices or decorations on the walls, please use the low-tack tape provided in the kitchen and remove carefully at the end of your event to avoid damaging the paintwork. Do not fix decorations near light fittings or heaters.

### Moving Furniture

Please use the trolleys provided for moving chairs in order to avoid injury. Please stack chairs no more than 4 high and stack tables in the storeroom at the back of the stage area.

### Hall telephone

The village hall has no telephone. The nearest public telephone is located outside Hambledon Village Shop, Cricket Green, GU8 4HF so you are advised to bring a fully charged mobile telephone for use in case of emergency.

### Leaving the Hall

Guests are expected to vacate the premises within fifteen minutes of the end of a licensed period. After midnight (unless the event is New Year's Eve) only those helping to clear up the village hall should be on the premises. Failure to comply with this may result in forfeiture of any deposit.

Please leave the village hall clean and tidy and take rubbish home. In particular we ask you to ensure tabletops are wiped clean before being stacked. Vacuum cleaner, brooms and mop bucket are available for your use in the storeroom to the back of the stage area.

### Consideration for others

Please ask your guests to leave quietly at the close of your event. Car doors banging and loud talk in the car park are disturbing to local residents.

### **Checklist for Hirers**

#### **Before admission of the public please check that:**

1. All exit doors are unlocked, any fastenings removed and the push-bar mechanism tested and in good working order. Bolts on fire exits 1 and 2 must be unlocked. If young children are present, then these bolts may remain locked but all supervising adults must be made aware of them and the need to unlock them in an emergency.
2. Escape routes are free from obstruction and available for use.
3. Any fire doors are closed and not wedged or propped open.
4. Fire-fighting equipment is in place and unobstructed.
5. There is no combustible storage in areas open to the public.
6. Exit signs are illuminated.
7. There is no obvious fire hazard in or near the building.
8. All portable electrical appliances have been PAT tested as necessary.

#### **End of function**

1. Search for anything smouldering, clear waste paper and remove all rubbish. Ensure no risk of fire starting.
2. Check that heaters and cookers are turned off.
3. Check that all electrical appliances are turned off and unplugged.
4. Turn out all lights not required for security purposes.
5. Close all internal doors and the roller shutters in kitchen.
6. Slide bolts back on fire exits 1 and 2.
7. Secure all outside doors and windows.
8. Please take all rubbish with you.
9. Push-button light in kitchen turns on outside lights for 3 minutes to give you time to leave the premises.