

Witham Friary Village Hall standard conditions of hire

These Standard Conditions of Hire form part of an agreement between Witham Friary Village Hall Management Committee (hereinafter called "The Committee" and any user of the hall (hereinafter called "The Hirer")

All applications for hire of the premises should normally be entered on the "On Line" booking system. Any queries or special requests may be raised with the Booking Secretary by e mail or telephone. To avoid "double booking" the full dates and times of the requested hiring must be given.

The Committee reserves the right to refuse any booking and is not obliged to give any reason for so doing.

The Hirer shall be responsible for the observance of these Conditions of Hire and due payment of the account in advance. Regular users of the hall will be invoiced following the booked event.

The Hirer hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are met.

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. As directed by the Hall Secretary, 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.

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.

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.

The Hirer acknowledges that they have received written instruction in the following matters:

- The action to be taken in event of fire. This includes sounding the alarm, calling the Fire Brigade and evacuating the hall. **(See appendix 1)**
- The location of fire bell and fire extinguishers.
- Where the assembly point is.
- Actions to be taken in case of medical or another emergency

All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit. All firefighting equipment must remain in its designated position and accessible.

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the secretary of the management committee.

Health and hygiene

The Hirer shall, if preparing, serving or selling food, observe, where appropriate, 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. The premises are provided with a refrigerator and thermometer. Separate mops and buckets are provided if it is necessary to wash floors. (Red for toilets, Blue for Kitchen and Yellow for general use.)

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. (As amended)

Insurance and indemnity

The Hirer shall be liable for:

- (i) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises
- (ii) all claims, losses, damages and costs made against or incurred by the village hall management committee, their employees, volunteers, agents or invitees in respect of damage or loss of property or injury, fatal or otherwise, to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer, and
- (iii) all claims, losses, damages and costs made against or incurred by the village hall management committee, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer.

Accidents and dangerous occurrences

The Hirer must report all accidents involving injury to the public to a member of the village hall management committee **as soon as possible** and complete the relevant section in the village hall'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.**

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 management 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 management committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

No Excisable liquor shall be sold unless a Temporary Events Notice (TEN) to cover such sale or supply has been obtained from the Local Authority prior to the event. Evidence of this TEN must be made available to the booking secretary at the time of booking.

Any licences required by the copyright act shall be the responsibility of the Hirer who hereby indemnifies the Committee against any infringement which may occur as a result of this booking

Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the village hall 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 village hall. The village hall 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 Village Hall management committee reasonably considering 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 of 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. The hirer shall ensure that all rubbish is bagged and left in the dustbins provided with recyclable waste suitably separated. The hirer shall ensure that all lights are turned off. All exit doors should be closed and locked.

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.

Stored equipment

The village hall accepts no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded.

Smoking

The Hirer 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.

Additional Information

The Village Hall key is kept in a "Key safe" box on the door of the hall. The combination number will be provided to hirers at the time of hiring. The Hall has no public telephone so you are advised to bring a fully charged mobile phone for use in a case of emergency. (It is wise to check that you have a signal) (A public telephone is available outside the "Seymour Arms" public house which is adjacent to the railway bridge in the village.)

The Village Hall has a car park. Cars are not allowed on the playing field.

Maximum numbers of persons permitted in the hall.

A fire risk assessment has been carried out on the premises within the last year and the following maximum numbers of persons must not be exceeded:

Main Hall with partition closed – 165 persons standing

Main Hall with partition open – 198 persons standing (allowing for a 2-metre-wide area around the bar)

Numbers of persons seated /dining overall in the hall is a maximum of 99.

Seating must allow for gangways of no less than 1.05m

There must be a minimum of 307mm between rows of seats and a person should be able to access a gangway within 7 seats.

WITHAM FRIARY VILLAGE HALL FIRE AND EVACUATION PROCEDURE

There is a manually operated fire bell fitted on the wall to the left of the bar.

Each section of the building is fitted with smoke alarms

There is no emergency telephone in the building. You are advised to bring with you a charged mobile telephone and check that a signal is available.

The nearest public telephone is outside the Seymour Arms public house which is just beyond the village hall car park on the left-hand side of the road

IF YOU DISCOVER A FIRE

- 1) Raise the alarm IMMEDIATELY by ringing the alarm bell. This should be the first action to be taken on discovering any fire, however small.

ENSURE ALL PERSONS IN THE HALL AND ADJOINING ROOMS ARE ALERTED.

ALWAYS EVACUATE THE BUILDING UPON HEARING THE ALARM.

- 2) Summon the Fire Service IMMEDIATELY regardless of the size of the fire. Use the mobile phone brought along for such emergencies or if there is a problem with the signal use the public telephone outside the Seymour Arms.

- Give the operator your telephone number
- Ask for the Fire Service
- When the Fire Service answer say distinctly "FIRE AT WITHAM FRIARY VILLAGE HALL, Post code is BA115HF"
- Wait for acknowledgement of address before disconnecting.

- 2) If it is safe to do so, you may tackle the fire with the nearest appropriate fire extinguisher

DO NOT PUT YOURSELF OR OTHERS AT RISK.

IF IN DOUBT- DO NOT TACKLE THE FIRE- LEAVE THE BUILDING, CLOSING ALL DOORS AS YOU GO.

UPON HEARING THE ALARM

- 1) Leave the building IMMEDIATELY and report to the assembly point, which is "The car park."
- 2) Assist visitors to leave the building but do not put yourself in danger. Close all doors.
- 3) Do not re-enter the building under any circumstances until permission has been given by the Fire Officer in charge of the fire.

AT THE ASSEMBLY POINT

The person responsible for the users of the Hall will ascertain that all persons have been evacuated from all parts of the hall.

The responsible person should report to and liaise with the officer in charge of the first fire engine, to inform if all

persons can be accounted for and to pass on all relevant information regarding the Hall.

ACTIONS TO TAKE IN CASE OF MEDICAL EMERGENCY/ACCIDENT

IF A MEDICAL EMERGENCY OR ACCIDENT OCCURS WHICH REQUIRES THE ATTENDANCE OF THE AMBULANCE SERVICE, IMMEDIATELY TELEPHONE 999 OR INSTRUCT SOMEONE ELSE TO DO SO.

MAKE SURE THE SCENE IS SAFE AND IF ANYONE PRESENT IS COMPETENT TO PROVIDE BASIC FIRST AID THIS SHOULD BE CARRIED OUT IF APPROPRIATE.

A FIRST AID KIT IS SITUATED IN THE "BAR AREA" A DEFIBRILLATOR IS AVAILABLE ON THE EXTERNAL WALL OF THE HALL FACING THE ROAD.

ALL MEDICAL INCIDENTS /ACCIDENTS SHOULD BE REPORTED TO THE VILLAGE HALL COMMITTEE AND ENTERED IN THE ACCIDENT BOOK WHICH IS SITUATED WITH THE FIRST AID KIT.