



Beech Village Hall & Recreation Ground

Registered Charity 301738

Terms & Conditions of Hire

The Hirer agrees with the Beech Village Hall Committee (BVHMC) to be present during the hiring or be represented by an authorised person and to comply fully with this Hire Agreement.

It is hereby agreed that the Standard Conditions of Hire together with any additional conditions imposed under the Premises License or that the BVHMC deem necessary shall form part of the terms of this Hiring Agreement unless specifically excluded by agreement in writing between the BVHMC and the Hirer.

None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.

1. Deposits

A refundable security deposit will be required for all single event bookings at the time of booking, which will be refunded within 14 days following the event date if the hall is deemed to have been left in a satisfactory condition and no cancellation charges are due. A charge of £100 will be made if the keys for the Village Hall are lost or otherwise not returned to the Booking Secretary.

2. Age

The Hirer, not being a person under 21 years of age, 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. Parties primarily for children between the ages of 12 to 21 will not be permitted unless supervised by an adult(s) with a ratio of 1:20 whose names and mobile telephone numbers must be given at the time of booking. Such bookings require the specific approval of the BVHMC.

3. Supervision

The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises, the structure 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 and damage to the Village Green. Parking is not allowed on the grass unless specifically authorized by the BVHMC. As directed by the Booking Secretary, the Hirer shall make good or pay for all damage (including accidental damage) to the premises, grounds or to the fixtures, fittings or contents and for loss of contents.

4. 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. The BVHMC reserves the right to refuse admission to any person or persons without reason.

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. **Licensable activities**

The Village Hall has a Premises Licence and a Performing Society Rights License, which permit the use of copyright music in any form, e.g. record, compact disc, tapes, radio, television or by performers in person and otherwise limits when events may take place. If other licenses are required in respect of any activity in the village hall the Hirer should ensure that they obtain the relevant license. Alcohol may be consumed on the premises but the sale of alcohol is not allowed, nor may alcohol be supplied to children under the age of 18. A paid Bar service may be available on request and at the discretion of the BVHMC.

7. **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. A refrigerator and freezer are provided on the premises.

8. **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 BVHMC. No animals whatsoever are to enter the kitchen at any time.

9. **Public safety compliance**

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and the Village Hall's 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. The Hirer shall also comply with the BVHMC's health and safety policy.

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

- The action to be taken in event of fire - this includes the need for roll calls, calling the Fire Brigade and evacuating the hall.
- The location and use of fire equipment
- Escape routes and the need to keep them clear.
- Method of operation of escape door fastenings.
- The importance of closing fire doors in the event of a 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 clear.
- That there are no unmanaged fire hazards on the premises.

10. **Means of escape**

All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit. Emergency lighting, Smoke and heat alarms must not be switched off or otherwise tampered with.

11. **Outbreaks of fire**

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Health and Safety Representative. Refer to the "In case of fire notice" attached to the Hall users instructions.

12. **Electrical appliance safety**

The Hirer should be aware of the following:

- 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 required the hirer must make use of it in the interests of public safety.
- the BVHMC does not accept any responsibility should any such appliance activate the systems that protect the hall's power supply. The cost of rectifying any damage done to the hall's electrical supply system will be recovered from the Hirer.
- the BVHMC will not accept any responsibility for any inconvenience or loss, including consequential loss, that may occur due to a power failure caused by that above, or by the power company supplying the hall in the form of a general 'power cut'.

13. **Insurance and indemnity**

The Hirer shall be liable for:

- 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
- all claims, losses, damages and costs made against or incurred by the BVHMC, their employees, volunteers, agents or invitees 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
- all claims, losses, damages and costs made against or incurred by the BVHMC, 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, and subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of the BVHMC and the village hall's employees, volunteers, agents and invitees against such liabilities.

14. **Accidents and dangerous occurrences**

The Hirer must report all accidents involving injury to the public to the Health and Safety Representative as soon as possible and complete the relevant section in the Village Hall's accident book, which is located with the First Aid kit in the kitchen. 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 a special form to the Incident Contact Centre. The Health & Safety Representative will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR). The list of injuries or accidents that have to be reported under RIDDOR is contained within the accident book along with a reporting form.

15. **Smoking**

The Hirer shall ensure compliance with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made there under. Any person who breaches this provision shall be asked to leave the premises.

16. **Explosives and flammable substances**

The Hirer shall ensure that:

- Highly flammable substances are not brought into, or used in any part of the premises, and that
- 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.
- No naked lights, including candles, are permitted without prior consent of the BVHMC.

17. **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 in any event.

18. Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall ensure that excessive consumption of alcohol is controlled and that 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 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.

19. 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 BVHMC 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.

20. 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 organizer's name and address.

21. Film shows

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. The Hirer should ensure that they have the appropriate licenses to show films.

22. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure and in compliance with the Premises licence strictly limit any noise after midnight. The hall is fitted with a noise pollution system which will cut power to sound systems when the limit is breached. The hirer shall respond positively to any and all complaints from neighbours about excessive noise or unacceptable behaviour.

23. No rights

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

24. Dangerous and unsuitable performances

Performances involving danger to the public or of a sexually explicit nature shall not be given.

25. 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 without the prior written approval of the BVHMC. No sticky tape or blue tack may be used on the walls or doors. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the BVHMC remain in the premises at the end of the hiring. It will become the property of the BVHMC unless removed by the Hirer who must make good to the satisfaction of the BVHMC any damage caused to the premises by such removal.

26. Cancellation

In the event that the Hirer cancels the booking, in writing to the Booking Secretary, the following charges will be applied:

- More than 28 days notice: No charge and security deposit will be returned.
- Less than 28 days notice: 50% of the hire cost.
- Less than 14 days notice: 100% of the hire cost

The BVHMC reserves the right to cancel any booking or to change hire charges by giving 4 weeks written notice to the Hirer in advance and shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

27. 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 (i.e., chairs and tables) properly replaced, otherwise the BVHMC shall be at liberty to make an additional charge. It is the responsibility of the Hirer to ensure that all persons including helpers, musicians, and bar staff, etc, vacate the hall. Kitchen equipment must be thoroughly cleaned and replaced in the cupboards provided and rubbish removed from the site. All breakages or damages must be reported to the Booking Secretary as soon as possible.

28. Complaints

The Hirer shall notify the Booking Secretary of any complaint relating to the hire of the village hall in writing within **14 days** of the hire date.

29. Stored equipment

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

- Failure by the Hirer either to pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended
- Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in the BVHMC disposing 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.

30. Deliveries

Deliveries to the Village Hall may only be made during the hire period and must be supervised by the hirer or their authorised representative. Fire exits must not be obstructed as a result of any such deliveries.

By returning requested payment and completing the booking form, the Hirer is accepting all terms and conditions herein.

Booking Secretary: Mrs Cheryl Thomas, 91, Medstead Road, Beech, Alton, Hampshire GU34 4AE Tel No 01420 88632

IN CASE OF FIRE

The Hirer is deemed the "Responsible Person" and is designated the person in charge of the Hall/Room during the hire period.

It is advisable to take a note of the name of everyone attending your event so that a Roll Call can be completed following any forced evacuation of the premises.

1. In the event of a fire, the Responsible Person will instruct all the persons (*including those occupying other rooms and toilets*) to leave the building using the nearest available Emergency Exits and to muster together as soon as possible on the Village Green. A Roll Call should then be taken.
2. No matter how small the fire!!!! **CALL THE FIRE BRIGADE - DIAL 999**
And give the address: Beech Village Hall. Medstead Road, Beech, Alton, Hampshire GU34 4AH
3. The responsible Person should ensure that once the Village Hall has been evacuated, members of the public do not re-enter the building to collect personal belongings, etc under any circumstances.
4. On arrival of the Fire Brigade, the Responsible Person should report to the Officer in Charge that a Roll Call has taken place and all persons are safe or should inform him/her of anyone who is missing and their last known position.
5. Attempts to extinguish the outbreak of fire using the extinguishers should only be carried out if it is considered safe. If in any doubt get out of the building.
6. If you have a mobile phone and after you have carried out all of the above and circumstances allow it, then please call 01420 541535 or 01420 563421
7. All incidents no matter how small have to be reported to Beech Village Hall H&S designated representative.

Management Committee Contacts

Chairman:	<i>Mr Peter Cox</i>	01420 563421
Treasurer:	<i>Mr Phil Ladds</i>	01420 88699
Health & Safety	<i>Mr Brian Wagstaff</i>	01420 541535



BEECH VILLAGE HALL & RECREATION GROUND

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Procedures in case of accidents

The First Aid Box is located in **the Village Hall Kitchen**

The location of and telephone no. for the nearest hospital Accident and Emergency /casualty dept is:

Basingstoke and North Hampshire NHS Foundation Trust, Aldermaston Road, Basingstoke, Hampshire RG24 9NA 01256 473202

The location and telephone no. for the nearest doctor's surgery is:

Chawton Park Surgery, Chawton Park Road, Alton-01420 542542

Surgery hours:

Appointments are offered **Mon-Fri 08.40-17.45**
and.. **Tuesday 18.30-19.45 Friday 07.00-08.00**

[Out-of-hours call 020 8390 9991]

Any accident must be reported to the member of the management committee responsible, who is:

Brian Wagstaff 01420 541535

The accident book is to be completed whenever an accident occurs this is kept with the First Aid Box.

The following major injuries or incidents will also be reported on RIDDOR (Reporting of Injuries, Diseases and Dangerous Occurrences Regulations) forms:

- **fracture, other than to fingers, thumbs or toes**
- **amputation**
- **dislocation of the shoulder, hip, knee or spine**
- **loss of sight (temporary or permanent)**
- **any penetrating injury to the eye**
- **injury from electric shock/burn leading to unconsciousness or requiring resuscitation or admittance to hospital for more than 24 hours**
- **any other injury leading to hypothermia, heat-induced illness or unconsciousness or requiring resuscitation or requiring admittance to hospital for more than 24 hours**
- **unconsciousness caused by asphyxia or exposure to harmful substance or biological agent**
- **acute illness requiring medical treatment or loss of consciousness arising from the absorption of any substance by inhalation, ingestion or through the skin**
- **acute illness requiring medical attention which may have resulted from a biological agent or its toxins or infected material**



BEECH VILLAGE HALL & RECREATION GROUND

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Health & Safety Policy

This document is the Health and Safety policy of Beech Village Hall & Recreation Ground.

Our policy is to:

- 1. Provide healthy and safe working conditions, equipment, and systems of work for our employee(s), volunteers, committee members and hirers**
- 2. Keep the village hall, recreation ground and equipment in a safe condition for all users**
- 3. Provide such training and information as is necessary to staff, volunteers and users**

It is the intention of the Beech Village Hall & Recreation Ground Management Committee to comply with all the 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.

Beech Village Hall & Recreation Ground Management Committee considers the promotion of the health and safety of its employee(s) at work and those that use its premises, including contractors who may work there, to be of great importance. The management committee recognizes that the effective prevention of accidents depends as much on a committed attitude of mind to safety as on the operation and maintenance of equipment and safe systems of work. To this end, it will seek to encourage employee(s), committee members and users to engage in the establishment and observance of safe working practices.

Employee(s), hirers and visitors will be expected to recognize 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 the safety notices on the premises and to accept responsibility to do everything they can to prevent injury to themselves or others.

Signed: (on behalf of the Management Committee)

Name: *Peter Cox*

Position: **Chairman**

Date: **14th December, 2009**