

## **BEECH VILLAGE HALL & RECREATION GROUND**

Registered Charity 301738

### **TERMS & CONDITIONS OF HIRE**

It is hereby agreed that the Standard Conditions of Hire together with any additional conditions imposed under the Premises Licence or that the Beech Village Hall Management Committee (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.

#### **PREMISES LICENCE**

1. The Village Hall is licensed to accommodate a maximum of 120 people or 90 people seated. The Hirer must ensure that these limits are not exceeded.
2. The Village Hall has a Premises Licence, a Performing Society Rights For Music (PRS) and a Phonographic Performance Limited (PPL) combined licence which permits the use of copyright music in any form, e.g. record, compact disc, tapes, radio, and television or by performers in person and otherwise limits when events may take place. If other licences are required in respect of any activity in the Village Hall the Hirer should ensure that they obtain the relevant licence.
3. Alcohol may be consumed on the premises, but the sale of alcohol by a Hirer is not allowed without the bar manager being a Personal Licence Holder or a Temporary Event Notice obtained for the event. Under no circumstances is alcohol to be consumed by persons under the age of 18 years.
4. No alcohol shall be consumed outside the premises after 22.30 hours.
5. If the Village Hall is booked to midnight, all licensable activities (e.g. playing of music and sale of alcohol) shall cease by 23.00 hours and the premises vacated by 23.30 hours, save for those legitimately involved in the cleaning and clearing of the premises who must vacate by 00.00 hours.

#### **BOOKINGS AND FINANCE**

##### **1. Deposits**

A refundable Security Deposit will be required for all single event bookings at the time of the booking. This will be refunded within 10 working 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 Bookings Manager.

Hirers needing to apply for a Temporary Event Notice (TEN) for the sale of alcohol at the event will be required to forward a copy of the Approval Notice to the Bookings Manager before the date and strict observance of the terms of the TEN must be adhered to.

##### **2. Invoices**

Full payment of any hiring invoice must be made to confirm the booking no later than 30 days prior to the event and in any case prior to the Hirer being granted access to the Hall and grounds unless agreed otherwise.

3. **End of Hire**

The Hirer shall be responsible for leaving the halls, kitchen (including electrical appliances) and surrounding areas in a clean and tidy condition. The Hall should be properly locked and secured with all lights, taps and heating turned off, and windows and doors closed and locked (unless directed otherwise) and any contents temporarily removed from their usual positions (i.e. chairs and tables) properly replaced (See User's Instructions for Arrival and Departure), 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. All bottles and rubbish should be removed from the Hall and taken off site. All breakages or damages must be reported to the Bookings Manager as soon as possible. The key should be returned promptly as directed by the Bookings Manager.

4. **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 sanctioned stored equipment) must be removed at the end of each hiring or fees will be charged for each day or part of a day until the same is removed.

The BVHMC may use its discretion in 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, 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.

6. **Complaints**

The Hirer shall notify the Bookings Manager of any complaint relating to the hire of the Village Hall in writing within 14 days of the hire date.

7. **Cancellation**

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

- ! More than 28 days' notice: No charge and Security Deposit will be returned if applicable.
- ! 28 days or less and more than 13 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.

## **HIRER'S OBLIGATIONS AND RESPONSIBILITIES**

1. **The Hirer**

The Hirer, not being a person under 21 years of age, agrees to be present during the hire or be represented by an authorised person and to comply fully with this Hire Agreement. Furthermore, the Hirer, or their representative, 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.

2. **Health & Safety**

The Hirer is responsible for advising all attendees:

- a) of the location of fire exits, extinguishers, first aid kit and fire assembly points that are indicated on the Hall's Notice Board;
- b) that no smoking, naked flames or candles are permitted in the Village Hall;

- c) that all entrances, exits and fire exits must be kept clear.
- d) that a Defibrillator may be found outside to the right of the Main Entrance

3. **Children's and Young Adults' Parties**

Such bookings require the specific approval of the Bookings Manager.

Parties primarily for children and young adults under 18 years of age will not be permitted unless supervised by an adult or adults over the age of 21 years and at a ratio of 1:20.

The leading supervisor's name and contactable mobile telephone number must be given at the time of booking on the appropriate Booking Form.

4. **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 authorised. As directed by the Booking Manager, the Hirer shall make good or pay for all damage (including any accidental damage) to the premises, car park or to the fixtures, fittings or contents and for loss of contents.

5. **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 on to the premises anything which may endanger the same or render invalid any insurance policies in respect thereof.

The Bookings Manager reserves the right to refuse admission to any person or persons without reason.

No entrance charge may be made to attendees at private events without the written permission of the BVH Management Committee (BVHMC).

6. **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 23.00 hours. Music may only be played indoors at a reasonable volume and all music, recorded or live, must cease by 23:00 hours. The Hall is fitted with a noise pollution system which may cut power to sound systems when the limit is breached. The Hirer shall respond positively and politely to any and all concerns from disturbed neighbours about excessive noise or unacceptable behaviour.

7. **Food 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 may be hired on the premises.

8. **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 (see Appendix).

The Hirer acknowledges that they have familiarised themselves in the following matters:

1. The action to be taken in event of fire - this includes the need for roll calls, calling the Fire Brigade and evacuating the Hall (see Appendix "In Case of Fire")
2. The location and use of fire equipment
3. Escape routes and the need to keep them clear.
4. Method of operation of escape door fastenings.
5. 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:

1. That all fire exits are unlocked and panic bolts in good working order.
  2. That all escape routes are free of obstruction and can be safely used.
  3. That any fire doors are not wedged open.
  4. That exit signs are clear.
  5. That any fire hazards on the premises are supervised.
9. **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.
10. **Outbreaks of fire**  
The Building should be completely evacuated and attendees assembled at the Assembly Point on the Village Green. 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 and the Bookings Manager should be notified immediately. (See Appendix "IN CASE OF FIRE").
11. **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.
12. **Insurance and Indemnity**  
The Beech Village Hall & Recreation Ground Charity accepts no liability for any loss or damage incurred during the hire of the Hall and grounds. It is the responsibility of the Hirer to take out specific insurance for the event if required.  
The Hirer shall be liable for:
1. 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, and
  2. 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
  3. 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, 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.
13. **Accidents and Dangerous Occurrences** (see Appendix "In Case of Accidents")  
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.

**14. 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.

**15. 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 licences to show films.

**16. No rights**

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

**17. Deliveries**

Deliveries to the Village Hall may only be made during the hire period (unless agreed otherwise by the Bookings Manager) and must be supervised by the Hirer or their authorised representative. Fire exits must not be obstructed as a result of any such deliveries.

**PROHIBITIONS**

**1. 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.

**2. 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.

**3. Explosives and Flammable Substances**

The Hirer shall ensure that:

1. Highly flammable substances are not brought into, or used in any part of the premises, and that
2. No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Bookings Manager. No decorations are to be put up near light fittings or heaters.
3. No naked lights, including candles, are permitted without prior consent of the Bookings Manager.

**4. 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 Bookings Manager. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used in any event.

**5. Unacceptable Behaviour**

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 and the grounds. No illegal drugs may be brought onto the premises. No activities leading to a disturbance of the peace or that are offensive to public feelings are allowed, e.g. profanity, nudity, impropriety of language, dress, dance or gesture.

**6. 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.

**7. 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 nor any part of the premises where food is present.

**8. Dangerous and Unsuitable Performances**

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

**9. 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 or emailed approval of the Bookings Manager. No sticky tape or blue/white tack may be used on the walls or blinds. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Bookings Manager 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 Bookings Manager any damage caused to the premises by such removal.

**BY THE COMPLETION OF THE BOOKING FORMS AND SUBSEQUENT INVOICE PAYMENT FOR THE HIRE OF BEECH VILLAGE HALL, THE HIRER IS ACCEPTING ALL TERMS AND CONDITIONS HEREIN.**

**Booking Manager:**

**Peter Cox,  
5b Fairlight Gardens,  
Four Marks,  
Hampshire GU34 5HT**

Email – [beechvillagehall@yahoo.co.uk](mailto:beechvillagehall@yahoo.co.uk)

Tel Number: 01420 563421

**APPENDIXES ON THE FOLLOWING PAGES**

**PROCEDURES IN CASE OF ACCIDENTS**

**IN CASE OF FIRE**

**HEALTH AND SAFETY POLICY**

**CHILD PROTECTION POLICY**

**These Policy Notices can also be found displayed on the Village Hall's Notice Board.**



## **BEECH VILLAGE HALL & RECREATION GROUND**

Registered Charity No 301738

### **PROCEDURES IN CASE OF ACCIDENTS**

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

There is a **Defibrillator** outside to the right of the Village Hall Main Entrance.

The location of and telephone number for the nearest **Hospital Accident and Emergency /Casualty Department** is:

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

The location and telephone number for the nearest doctor's surgery is:

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

Opening Hours – 08:00 to 18:30 [Out-of-hours call 111]

**Any accident must be reported to the member of the Management Committee responsible, who is:**

**Jane Short – 07889 827476**

The **Accident Book** is to be completed whenever an accident occurs. This is kept with the **First Aid Box** in the kitchen.

*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**



# 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 at the Assembly Point 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. Wellhouse Road, Beech, Alton, Hampshire GU34 4AD.
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 either of the contacts below.
7. All incidents no matter how small have to be reported to Beech Village Hall H&S designated representative.

## Management Committee Contacts

Chairman:	Mr Jane Short	07889 827476
Health & Safety	Mr Ian Gibson	01420 83672
Bookings Manager	Mr Peter Cox	01420 563421





## **BEECH VILLAGE HALL & RECREATION GROUND**

(Registered Charity No 301738)

### **HEALTH & SAFETY POLICY**

It is the policy of the Board of Trustees of the Beech Village Hall and Recreation Ground Charity to:

1. Provide healthy and safe environmental conditions, equipment and systems for all trustees, volunteers, user-groups and hirers of Beech Village Hall.
2. Keep the Village Hall and Recreation Ground and equipment in a safe condition for all users.
3. Provide such training and information as is necessary for all volunteers and users.

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

Beech Village Hall Management Committee considers the promotion of the health and safety of its volunteers and those who use its premises, including contractors who may do work there, to be of great importance.

The Management Committee recognises that the effective prevention of accidents depends as much upon 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 volunteers and users to engage in the establishment and observance of safe working practices.

Volunteers, hirers and visitors will be expected to recognise that there is a duty on them to comply with the practices set out by the Management Committee and to accept responsibility to do everything they can to prevent injury to themselves or others.

**Beech Village Hall and Recreation Ground Trustees**



## **BEECH VILLAGE HALL & RECREATION GROUND**

(Registered Charity No 301738)

### **CHILD PROTECTION POLICY**

The Trustees of the above Charity fully recognise its responsibilities for child protection and it is the Charity's policy to safeguard all young people from physical, sexual and emotional harm. It believes that every child and young person, regardless of age, has at all times and in all situations the right to feel safe and protected.

The Aim of this Child Protection Policy is to give guidance to trustees, volunteers, user-groups and hirers of Beech Village Hall and Recreation Ground should any child protection issue arise during their work.

### **CODE OF BEHAVIOUR**

It is essential that you **DO**:

1. Treat everyone with respect
2. Provide an example you wish others to follow
3. Wear appropriate clothing at all times
4. Plan activities which involve more than one other person being present, or at least within sight or hearing of others
5. Respect a young person's right to personal privacy
6. Provide access for young people to talk to others about any concerns they may have
7. Encourage young people and adults to feel comfortable and caring enough to discuss attitudes or behaviour they do not like
8. Maintain a healthy adult life style
9. Remember that someone else might misinterpret your actions, no matter how well intentioned
10. Recognise the caution required even in sensitive moments of counselling, such as when dealing with bullying, bereavement or abuse
11. Take disclosure / evidence of abuse of a young person seriously
12. Avoid situations that compromise your relationships with young people and are unacceptable within a relationship of trust

(continued)

It is paramount that you **DO NOT**:

1. Permit abusive youth peer activities (e.g. initiation ceremonies, ridiculing, bullying)
2. Play physical contact games or engage in horseplay with young people
3. Have any inappropriate physical or verbal contact with others
4. Jump to conclusions about others without checking facts
5. Allow yourself to be drawn into inappropriate attention seeking behaviour (e.g. tantrums, crushes)
6. Show favouritism to any individual
7. Make suggestive remarks or gestures
8. Rely on just your good name to protect you
9. Believe "it could never happen to me"

#### **WHAT HAPPENS IF .....**

You suspect a young person is being abused:

1. Immediately inform leader responsible for the group and Child Protection Officer
2. Record the facts as you know them
3. Ensure that the young person has access to an independent adult
4. Ensure that no situation arises which could cause any further concern where appropriate

A young person discloses to you abuse by someone else:

1. Allow the young person to speak without interruption, accepting what is said
2. Advise that you will try to offer support, but you must pass the information on
3. Alleviate feelings of guilt and isolation while passing no judgement
4. Same as steps 1 – 4 above
5. Do not ask any leading questions

You receive an allegation about any adult or about yourself:

1. Immediately inform leader responsible for the group if appropriate and Child Protection Officer
2. Record facts as you know them
3. Try to ensure no-one is placed in a position which could cause further compromise

This Policy applies to all hirers of Beech Village Hall and Recreation Ground, the trustees, user groups and volunteers. The term 'Child' is deemed to be a person under the age of 18 years.

This Policy will be reviewed annually and has been adopted by the Management Committee.

**Chairman – Board of Trustees and Designated Child Protection Officer**