

# Thomas Hughes Memorial Hall Conditions of Hire and Important Information

These conditions apply to all hiring of the Thomas Hughes Memorial Hall. If the Hirer is in any doubt as to the meaning of the following conditions, a member of the Hall management committee should be consulted immediately.

## 1. Supervision

The Hirer must be at least eighteen years old and 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, including proper supervision of car parking arrangements so as to avoid obstruction of the highway. As directed, 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.

## 2. 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 nor allow the consumption of alcohol thereon without the correct licensing requirement.

## 3. 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.

## 4. Licences (see also item 27)

The Village Hall holds a Performing Rights Society 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. If other licences are required in respect of any activity in the Village Hall, the Hirer should ensure that they hold the relevant licence or the Village Hall holds it.

## 5. Safeguarding children, young people and vulnerable adults

The Hirer 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 a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS).

## 6. Public Safety Compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Licensing Authority or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children. **The Maximum number of people permitted in both halls is 250. The maximum in the main hall is 175. This reduces when tables are provided. The Management Committee can provide advice on table layouts.**

(a) The Hirer acknowledges that they have received instructions on 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.
- 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.

(b) In advance of an entertainment or play the Hirer shall check the following items:

- That all fire exits are unlocked and panic bolts are 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 there are no obvious fire hazards on the premises.

(See also item 26)

## **7. Means of Escape**

(a) All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.

(b) All emergency lighting and illuminated emergency exit signs have automatic mains failure switching devices and will come on if supply is lost

## **8. Outbreaks of Fire**

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

## **9. Health and Hygiene**

The Hirer shall, if preparing, serving or selling food, comply with 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.

The Hirer will provide and take away appropriate cleaning materials to ensure all kitchen equipment and surfaces are left in a condition that complies with hygiene legislation and regulations. See also item 11(c).

## **10. Electrical Appliance Safety**

The Hirer shall ensure that any electrical appliances brought by them to the premises for use there shall be safe, in good working order, and operated in a safe manner in accordance with the Electricity at Work Regulations 1989.

## **11. Indemnity**

(a) The Hirer shall indemnify and keep indemnified each member of the Village Hall management committee and the Village Hall's employees, volunteers, agents and invitees against (i) the cost of repair of any damage done to any part of the premises including the contents of the premises resulting from the use of the premises by the Hirer (ii) all claims, losses, damages and costs in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer, and (iii) all claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer.

(b) The Hirer shall consider taking out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against the Hirer's liability under paragraph 11(a) and all claims arising as a result of the hire.

(c) The Hirer shall be responsible for the safe use of any cleaning materials brought in to satisfy the requirements of item 9.

The Village Hall is insured against any claims arising out of its own negligence.

## **12. 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 form. 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 local authority. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

## **13. 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.

## **14. Heating**

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises without the written consent of the management committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

## **15. Drunk and Disorderly Behaviour and Supply of Illegal Drugs**

The Hirer shall ensure that in order to avoid disturbing neighbours to the hall and avoid violent or criminal behaviour; care shall be taken to avoid excessive consumption of alcohol. 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 drunk or 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.

## **16. Animals**

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by the Hall management committee. No animals whatsoever are to enter the kitchen at any time.

## **17. 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 Village Hall's management committee 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.

## **18. Sale of Goods**

The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

## **19. Cancellation**

If the Hirer wishes to cancel the booking less than 14 days before the date of the event, the full hiring charge will apply unless there are exceptional circumstances such as severe weather or prevention due to "an act of god". If the Hirer wishes to cancel the booking more than 14 days 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 Hall management committee. 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.

## **20. 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. Tables and chairs must be stacked on their carriers and returned to their designated locations (see wall notices). Any contents temporarily removed from their usual positions properly replaced; otherwise the Village Hall shall be at liberty to make an additional charge. This includes if lighting or heating is left on.

On completion of a function, the floors should be swept and any spillages mopped up.

## **21. Noise**

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment, give due consideration to premises and householders living in proximity to the Hall for the public nuisance that this may cause.

## **22. 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. All equipment and other property (other than stored equipment) must be removed at the end of each hiring unless the written authority of the management committee is obtained.

In respect of any property brought on to the premises for the purposes of the hiring, failure by the Hirer to remove the same within 7 days after the hiring: The management committee may dispose 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.

## **23. 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 approval of the Hall management committee. The driving of nails, screws, staples etc into the building structure for the erection of decorations is forbidden. Any alteration, fixture or fitting or attachment so approved shall, at the discretion of the Village Hall remain in the premises at the end of the hiring. It will become the property of the Village Hall unless removed by the hirer, who must make good any damage caused to the premises by such removal, to the satisfaction of the Village Hall.

## 24. No Rights

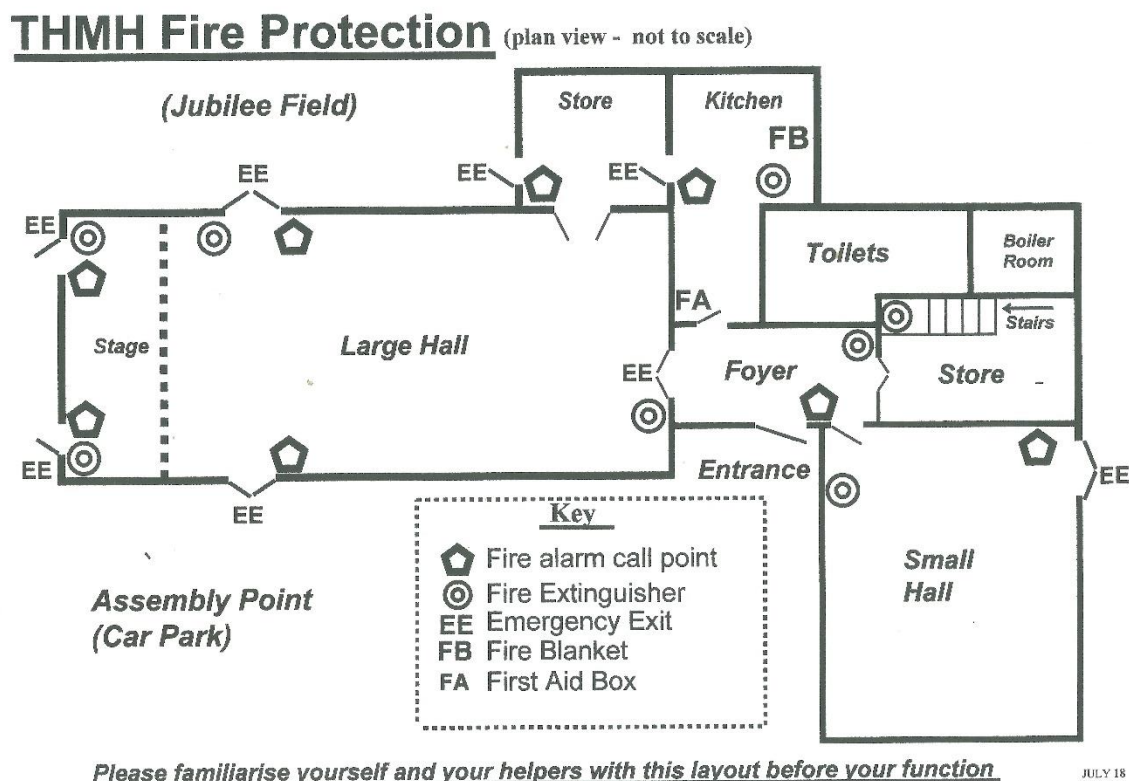
The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

## 25. Hiring Period

To be equitable to our hirers, the hiring period is from collection of keys to their return and shall be charged accordingly. This includes any preparation prior to and clearing up after a function.

## 26. FIRE EMERGENCY PLAN

As the person hiring the Hall, you have a legal responsibility for the safety of the people attending your function. Please familiarise yourself and responsible members of your party with the location of the fire alarm call points, the fire extinguishers, the emergency exits and other safety equipment detailed in the layout drawing below.



1. Exits from the Hall have fire alarm call points located adjacent to them. To sound the alarm, smash the small glass window.
2. You must ensure that all fire exits are free from obstruction at all times.
3. The law prevents smoking on the premises. You have a legal responsibility to ensure that this policy is adhered to.
4. Naked flames (e.g. candles, oil lamps etc) are not permitted without the written permission of the management committee.
5. In case of a fire
  - (a) Sound the alarm

- (b) Phone 999 and ask for the fire service.
  - (c) Ensure that everyone leaves the building.
  - (d) Account for everyone that is attending the function.
  - (e) Use fire extinguishers where appropriate.
6. During a fire, no one should be allowed to return to the building.
7. After a fire, re-entry must only be permitted when authorised by the Fire Service.

## **27. OTHER IMPORTANT INFORMATION & REQUIREMENTS**

### **Licensable Activities**

THMH has a Premises Licence authorising certain licensable activities from 09:00 until 24:00

### **Alcohol**

THMH hold a variation to their premises licence for the retail sale of alcohol. This is under the control of the management committee. It is utilised for COMMUNITY FUND RAISING EVENTS ONLY. Hirers who intend to have a RETAIL BAR at their PRIVATE FUNCTION shall be responsible for submitting a Temporary Events Notice (TENS) (form available on VofWHDC website). The management committee can advise on this procedure. As the number of these notices has an annual limit for the premises, the hirer has a responsibility to notify the management committee of their intention to do this.

### **Music**

The hall has a licence from the Performing Rights Society for the performance of copyright music.

### **Safety**

Hirers have a legal responsibility to familiarise themselves with the safety precautions in the Hall; in particular, the fire safety precautions. Location drawings are also displayed prominently in both of the Halls, the Kitchen and the Foyer. A risk assessment for the intended activity should be carried out by the hirer.

### **Smoking**

Smoking is NOT allowed on the premises. A container for cigarette ends is located on the outside wall by the entrance. Hirers smoking outside are requested to use it. These restrictions apply to "e" cigarettes.

### **Disposal of Waste**

There is a black rubbish bin provided outside for the disposal of small amounts of non-recyclable landfill waste. Organisers of functions are required to dispose of their own waste. Food waste must always be taken away.

### **Recycling**

A green recycling bin is provided outside for a small amount of recyclable waste items. For larger quantities, please take your recycling home or to a recycling centre.

### **Hall Furniture**

There are 23 folding card tables (0.76 square), 33 large folding tables (1.53 x 0.76) and 138 upholstered steel frame chairs. There is also a reserve stock of steel framed plastic chairs stored upstairs and available on request. A few of the old square steel framed tables remain for craft work etc. The large tables and 15 card tables are stored in wheeled trolleys under the stage (see labels on trolleys).

8 stacks of chairs ( maximum 14 per stack) are kept in the store room adjacent to the large hall.

The remaining chairs and card tables are stored in the small hall. See guidance notices at both locations. Hirers are required to return them to these locations after use so that the Hall is tidy for the next hirer.

### **Guidance for Hirers**

A folder is kept on the notice board in the kitchen. It contains guidance and operating advice for the equipment within the Hall. Please return it to this location after use.

Hirers are strongly advised to have read these **Conditions of Hire and Important Information**. Ignorance of their content will not excuse any non-adherence to these conditions.

### **Use of the Stage**

Please note that hiring the Main Hall does not automatically include use of the stage. It is possible that the stage may be being used or prepared for other functions and productions. This could introduce hazards to anyone who is not familiar with the stage and all its systems. Because of this, use of the stage is by agreement with the management committee only. Hirers wishing to use the stage should discuss this requirement with the booking clerk and arrangements will be made for a guided tour of the area to ensure safe usage.

### **CCTV**

CCTV is in use at the Hall for the purposes of crime prevention and public safety. This equipment is securely located and should not be interfered with. The CCTV system is operated in accordance with the 1998 Data Protection Act. Any enquiries concerning CCTV images should be made to the management committee.

### **General Data Protection Regulations (GDPR) May 2018- Privacy Notice**

Legislation introduced in May 2018 increases the rights of individuals in relation to information held about them, how the information is held, the type of personal information collected and how it is used.

The Thomas Hughes Memorial Hall and its Agent, Uffington Stores and Post Office, collects personal contact information via the booking form solely for the purpose of hiring the hall and does not share this information with third parties. This data is held securely and deleted when no longer required for the purpose of hire. The Hall also operates a CCTV system for security. Images recorded on the system are not retained on a permanent basis.

The Hall has created a policy to satisfy the regulations which is available to relevant individuals on request.

Anyone who has supplied personal data to the Hall and/or its Agent can ask for their data to be deleted by contacting a member of the Management Committee.