

# **FETCHAM VILLAGE HALL**

Vested in Trustees for the benefit of all Residents in the Parish of Fetcham

## **Hiring Regulations**

Supplementary to this is the **Security, Safety and Services** document.

These standard conditions apply to all lettings of the Fetcham Village Hall (“the Village Hall”). If the Hirer is in any doubt as to the meaning of the following, the Booking Secretary should be consulted immediately. The Hirer must be aged 18 or over.

### **1. Supervision**

The Hirer shall, during the period of the hiring be responsible for:

- (a) The Supervision of the part of the premises hired and of the Health & Safety of all persons utilising the facilities.
- (b) Taking care to prevent damage to the fabric and/or contents of the Village Hall however slight.
- (c) The behaviour of all persons using the premises whatever their capacity.
- (d) The supervision of car parking arrangements so as to avoid obstruction of the highway.
- (e) Taking appropriate action, if required, to limit disturbance to neighbours, particularly if requested.

As directed by the Booking Secretary, the Hirer shall report and 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. [See Paragraph 9 below]

### **2. Use of Premises i.e. buildings and land**

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 unless advised in advance and formally agreed. The premises licence does not permit alcohol to be sold. Smoking and vaping is strictly prohibited within the enclosed premises nor closer than 5m (16ft) from an entrance door or open window.

### **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**

The Village Hall normally holds a Performing Rights Society Music Certificate, which permits the use of copyright music in any form e.g. record, compact disc, tapes, radio, television or by performers in person. If licences are required in respect of any activity in the Village Hall the Hirer shall ensure that they hold the relevant licence or the Village Hall holds it.

The Village Hall has a Premises Licence which is displayed in the notice board in the Main Hall and on the web site. The Hirer must note that this does not cover all Licensable Events, nor does it cover the sale of alcohol. The Hirer is required to comply with the terms of the Premises Licence unless a Temporary Event Notice has been submitted to and acknowledged by the Licensing Authority.

## **5. 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.

## **6. Fire Safety:**

The halls and ancillary rooms have a fire alarm system installed which includes monitored smoke detectors and call points by the doors. A remote Call Centre will be automatically contacted if any are activated.

See Paragraph 5 in the Security, Safety and Services Document regarding action to be taken in the event of the alarm sounding.

The Hirer and/or the Hirer's Representative shall ensure that they are familiar with and understand the following or if not, have in good time prior to the event, sought advice.

- (a) The action to be taken in event of the fire alarm sounding.
- (b) The location and use of fire equipment.
- (c) Escape routes and the need to keep them clear.
- (d) Method of operation of escape door fastenings.
- (e) The location of the assembly point.

In advance of an entertainment or play or similar event the Hirer shall check the following items:

- (f) That all fire exits are unlocked and panic bolts are in good working order.
- (g) That all escape routes are free of obstruction and can be safely used.
- (h) That where rows of chairs are set out, they are locked together and side and centre aisles clear.
- (i) That any fire doors are not wedged open.
- (j) That there are no obvious fire hazards on the premises.
- (k) That the emergency lighting supply illuminating all exit signs and routes is turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).and that the EXIT signs are illuminated.
- (l) That arrangement has been made for Attendees to be instructed of the course of action to be taken if the alarm is sounding.

## **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. The Large Kitchen is provided with a refrigerator but this may not be switched on. The Hirer is free to make use of it but the Village Hall can accept no responsibility for the efficiency or cleanliness of the refrigerator. The Hirer must provide their own thermometer. Important: see also Paragraph 8 in the Security, Safety and Services Document.

## **8. Electrical Appliance Safety**

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, have evidence of current PAT testing, be in good working order and be used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided the hirer **must** make use of it in the interests of public safety.

## **9. Indemnity**

The Hirer shall indemnify and keep indemnified each member of the Village Hall's Trustees, Management and if appropriate the Village Hall's employees, volunteers, agents and invitees against:

- (a) The cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises.
- (b) 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.
- (c) 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.
- (d) If specifically demanded in the Hire Agreement, the Hirer shall take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against the Hirer's liability under paragraph 9(a) and all claims arising as a result of the Letting and on demand shall produce the policy and current receipt or other evidence of cover to the Booking Secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the Booking Secretary to rehire the premises to another hirer.

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

## **10. Accidents and Dangerous Occurrences**

The Hirer must report all accidents involving injury or accident to a member of the Public, a user or person working there, to the Bookings Secretary **as soon as possible**. Certain types of incident involving a serious accident or injury may need to be reported in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR), the Hirer may need to seek specialist advice if any third party employed by the Hirer is involved.

The limit of provision for very minor accidents or injuries is a First Aid Case located by the Main Hall Foyer and another in the passage to the John Rumble Hall. However, it is for the Hirer of the respective hall or halls to make an assessment as to whether any additional safety precautions are required in advance of the hire period.

Any failure of equipment belonging to the Village Hall or brought in by the Hirer must also be reported.

## **11. Explosives and Flammable Substances and Smoke Emitters**

The Hirer shall ensure:

- (a) That highly flammable substances are not brought into, or used in any part of the premises.
- (b) That internal decorations, if permitted, and of a combustible nature, are kept clear of light fittings and any form of electrical apparatus emitting heat.
- (c) No naked lights such as candles, fireworks, sparklers etc., are used anywhere on the premises.
- (d) That no smoke emitting apparatus is brought into the premises since this will set off the fire alarms.

## **12. Heating**

Portable Liquefied Propane Gas (LPG) heating appliances shall not be used at any time either inside or in the Car Park.

If any other form of supplementary heating is required it must be electric and used in accordance with Paragraphs 8 and 11 above.

## **13. 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.

#### **14. Animals**

The Hirer shall ensure that no animals (including birds) are brought into the enclosed premises except guide dogs which must not be permitted to enter the kitchens at any time. Children's parties where small animals are brought along are not permitted.

#### **15. Compliance with Child Protection Provision**

All organisations using the Premises that provide activities/services for children or vulnerable adults will need to have a child protection policy and provide a copy on request to the Booking Secretary. They must confirm the children are supervised at all times by an adequate number of personnel who have had the requisite Disclosure and Barring Service [DBS] checks.

All private children's parties or gatherings, must nominate at the time of booking, who will be the responsible adult in overall charge and give assurance that there will be an adequate number of responsible adults [i.e. over 18 ] appropriate to the number of children.

#### **16. 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.

#### **17. Sale of Goods**

The Hirer shall, if selling goods on the premises, comply with all current Trading Laws and any code of practice used in connection with such sales.

#### **18. Cancellation**

If the Hirer wishes to cancel a booking before the date of an 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 Booking Secretary. However, please note that:

- (a) if notice is received 14 days or less prior to the event date, no refund will be made; and
- (b) if notice is received 15 days or more prior to the event date, no more than half of the hire charge may be refunded.

The Booking Secretary reserves the right to cancel a letting by formal notice to the Hirer in the event of:

- (a) The premises being required for use as a Polling Station for a Local Government election or by-election.
- (b) The Village Hall Management Committee reasonably considering that such Letting will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or that unlawful or unsuitable activities will take place at the premises as a result of the Letting.
- (c) The premises becoming unfit for the use intended by the Hirer.
- (d) The premises being required by Local or Government Authority for emergency reasons.

In any such case the Hirer shall be entitled to a refund of any charges and deposit already paid, but the Village Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

## **19. 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, otherwise the Village Hall shall be at liberty to make an additional charge. There is no waste collection from the Village Hall and therefore ALL RUBBISH MUST BE REMOVED AT THE END OF THE HIRE PERIOD.

## **20. 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, make every effort to limit disturbance to neighbouring properties particularly if the windows are opened in the Main or the John Rumble Hall. In the event of reasonable complaint by a neighbour, a Village Hall official or any other person in authority, the Hirer must reduce the noise level to satisfy the complainer.

## **21. Stored Equipment**

The Village Hall accepts no responsibility for any stored equipment or other property brought onto 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 Village Hall may, at its discretion in any of the following circumstances, namely-

- (a) In respect of stored equipment, failure by the Hirer either to pay any storage charges due and payable or to remove the same within 7 days after the agreed storage period has ended.
- (b) In respect of any other 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.
- (c) 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.

## **22. 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 Hall Secretary. 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 to the satisfaction of the hall or, if any damage caused to the premises by such removal.

## **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.