

Worminghall Village Hall - Standard Conditions of Hire

The Booking Standard conditions of Hire contained herein should be read and include with the following Attachments: Hiring Policy, Charge Rates, Hiring – Additional Information that are obtainable from the Village Hall Website www.worminghallvillagehall.co.uk and which the Hirer is deemed to have read, understood, and agrees to comply with.

Worminghall Village Hall Trustees (“WVHT”) holds a Premises Licence, which is displayed in the hall.

1. CAPACITY

The number of people using the Hall itself must not exceed 60 for a seated or any other event.

2. DUTY OF CARE

- 2.1 The hirer who must be over the age of 21 years will, during the period of the hiring, be responsible for supervision of the premises, the fabric and contents, their care, safety from damage however slight; or change of any sort and the behaviour of all persons using the premises whatever, including proper supervision of car parking arrangements to avoid obstruction of the highway. All vehicles are parked at the owners’ risk.
- 2.2 No internal decorations shall be erected without the consent of WVHT.
- 2.3 To be responsible for only allowing adults in the kitchen area and storeroom(s).
- 2.4 Shall ensure that any electrical appliances brought by the hirer to the premises and used there shall be safe and in good working order and used in a safe manner. Where a residual circuit breaker is provided under terms of the PEL or CPL the hirer must make use of it in the interests of public safety.
- 2.5 No unauthorised heating appliances shall be used on the premises without the consent of WVHT. Portable liquefied propane gas (LPG) heating appliances shall not be used.
- 2.6 To leave the hall tidy after use and return all tables and chairs that have been used to the storeroom. To return all other property to its rightful place and ensure all items are put away in a clean state.
- 2.7 A cleaning charge and or redemption charge will be made if the hall is not left in a satisfactory state.
- 2.8 All waste/rubbish should be placed in the appropriate bin at the car park entrance, and all lights should be switched off when you leave.
- 2.9 The hirer shall ensure that the minimum of noise is made on arrival and departure.

3. HEALTH & SAFETY

- 3.1 The hirer shall comply with WVH’s Health and Safety Policy – a copy is on www.worminghallvillage.co.uk.
- 3.2 Smoking and/or vaping is not permitted in the premises. The Hirer shall ensure there is no smoking and/or vaping at the Premises.

- 3.3 All means of exit from the premises must be kept free from obstruction and immediately available for free public exit. The emergency lighting supply illuminating all exit signs will come on in the event of power failure.
 - 3.4 The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to WVHT directly thereafter.
 - 3.5 Highly flammable substances shall not be brought into or used in any part of the premises. Candles are not allowed.
 - 3.6 The following are NOT allowed:
 - (i) firework displays and bonfires
 - (ii) bouncy castles and other inflatable devices
 - 3.7 To report all accidents involving injury to the public by completing the Accident Report Book. The Accident Report Book is kept in the Village Hall Kitchen for this purpose.
- ## 4. CHILD PROTECTION & VULNERABLE PEOPLE PROTECTION
- 4.1 The hirer shall comply with WVH’s Safeguarding Policy – a copy is on www.worminghallvillage.co.uk.
 - 4.2 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. WVH
 - 4.3 When requested, the hirer must provide WVHC with a copy of their Safeguarding Policy and evidence that they have carried out Safe Recruitment checks including through the Disclosure and Barring Service (DBS).
- ## 5. COMPLIANCE WITH STATUTORY REQUIREMENTS
- 5.1 The hirer shall comply with all the conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, local Magistrates' Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment.
 - 5.2 The hirer shall insure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting, and lotteries.
 - 5.3 There is no provision to sell alcohol on the premises.
 - 5.4 The hirer must restrict children from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. You must ensure that you have the appropriate copyright licences for the film. The Deregulation Act 2015 requires you to have our written permission to show a film.
 - 5.5 The hirer shall not be permitted to prepare food on the premises. When serving or selling food they must observe all relevant food health and hygiene legislation and regulations.
 - 5.6 If selling goods on the premises, comply with Fair Trading Laws and any code of practice used in

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connection with such sales. In particular, you must ensure that the total prices of all goods and services are prominently displayed, as must be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

6. USE OF THE PREMISES

- 6.1 The hirer shall not use the premises for any purpose other than that described in the hiring booking form 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.
- 6.2 The hirer must not make any alterations or additions to the premises, nor install or attach any fixtures or placards, decorations, or other articles in any way to any part of the premises without our prior written approval.
- 6.3 The hirer may wish to make arrangements to insure against any third-party claims which may lie against them whilst using the Village Hall. WVHT has Public Liability Insurance which has limited hirer cover. The Hirer shall provide WCHMC with a copy of their Public Liability Insurance, if required.
- 6.4 The hirer shall not carry out fly posting or any other form of unauthorised advertisements for any event taking place in the Hall, and shall indemnify the Committee accordingly against all action, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

7. WIFI USE & TERMINATION RIGHT WHEN USING THE WIFI

- 7.1 The WIFI is available to all Hirers and Users free of charge during their Hire Period.
- 7.2 WVHT is not responsible for any misuse, or any consequences resulting from misuse and takes no responsibility for any unexpected issues surrounding its use or any variations in signal during the time of hire, however WVHT will endeavour to resolve any issues where possible.

8. LIMITATION OF LIABILITY

- 8.1 To the maximum extent permitted by law, WVHT is not responsible for loss or damage to the hirer's property or persons of any kind when the premises and contents are being hired or for any other losses that may be incurred by the Hirer including in the event of the Hall being unavailable for hire.

- 8.2 WVHT accept 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.
- 8.3 All equipment and other property (other than stored equipment) must be removed at the end of each hiring or WVHT will charge fees each day or part of a day at the hire fee per hiring until the same is removed.
- 8.4 WCHMC may, at its discretion, dispose of any items by sale or otherwise, and charge the hirer any costs it incurs in storing and selling or otherwise disposing of the same.

9. TERMINATION

- 9.1 If the hirer wishes to cancel the booking before the date of the event and WVHT is unable to conclude a replacement booking, the question of the payment or repayment of the fee shall be at the discretion of the Committee.
- 9.2 WVHT reserves the right to cancel this hiring by giving written notice in the event of:
 - (i) the hall being required for use as a Polling Station for a Parliamentary or Local Government election or bye-election
 - (ii) WVHT reasonably considering that (a) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (b) unlawful or unsuitable activities will take place at the premises as a result of this hiring
 - (iii) the premises becoming unfit for your intended use
 - (iv) 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.
 - (v) an inadvertent double booking in which WVHT will endeavour to make a reasonable assessment of the circumstances and give priority to the hirer who will in WVHT's judgment suffer the least.
- 9.3 In any such case the hirer will be entitled to a refund in full of any monies already paid, but we will not be liable to you for any resulting direct or indirect loss or damages whatsoever.
- 9.4 WVHT reserves the right to refuse a booking.

10. REVIEW OF HIRE CHARGE RATES

- 10.1 The hire rates will be reviewed periodically, and any new rates will be stated on the website.

THIS AGREEMENT: will be governed by and interpreted in accordance with the laws of England and the English courts shall have exclusive jurisdiction with respect to any dispute arising under this Agreement.