

Woodley Village Hall Association (WVHA) – Standard Conditions of Hire

These Standard Conditions apply to all hiring of the Woodley Village Hall (the **Hall**). If the Hirer is in any doubt as to the meaning of the following, the Hall Secretary or Booking Secretary should immediately be consulted.

1. Responsibility

Hirers must be over the age of 18. For the purpose of these conditions the term “Hirer” shall mean an individual hirer or, where the hirer is an organisation, its authorised representative. The Hirer 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. Allowable numbers in main hall

The maximum number of persons permitted to use the main hall within Woodley Village Hall at one time is 110 seated theatre-style. The maximum number recommended for parties, discos, dances etc. is 100.

3. Supervision

The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises (including proper supervision of car parking arrangements so as to avoid obstruction of the highway), 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, noting that children up to and including the age of 14 should be supervised at all times. As directed by WVHA, 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.

4. Use of premises

The Hirer shall not use the premises for any purpose other than that described in the Hire 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 notification of such on the Hire agreement.

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

- a. WVHA holds a Performing Society Rights Licence which permits the use of copyright music in any form, e.g. record, compact disc, tapes, radio, television or by performers in person.
- b. WVHA does not hold a licence for the sale or supply of alcohol. Where a Hirer wishes to sell alcohol, which is regarded as any transaction where money changes hands, raffles excluded, the Hirer shall apply to the Borough Council for a Temporary Event Notice (TEN) for each event. There is a limit to the number of TENs which can be given per year for the Hall, applicable to all Hirers. For this reason, Hirers must signify on the Hire agreement whether they intend to sell alcohol. If other licences are required in respect of any activity in the Hall, the Hirer should ensure that they hold the relevant licence.
- c. WVHA does not hold a TV licence. Hirers are responsible for ensuring that none of their users / members watch or record live TV programmes on any channel or device or download or watch BBC programmes on iPlayer on the Hall premises.

7. 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 WVHA’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 persons under the age of 18. The Hirer shall also make him/herself familiar with and comply with WVHA’s health and safety policy as displayed in the foyer with WVHA’s risk assessment of the Hall and on our website

- a. The Hirer shall keep a record of those present at every meeting or numbers present at every entertainment or play in order to be able to check evacuation in the event of fire.
- b. The Hirer acknowledges that by making themselves familiar with the displayed Fire Notices, Fire Exit Routes, location of the fire assembly point and instructions on the operation of the Fire Control Panel and Fire Alarm Call Points, they have received instruction in the following matters:

- The action to be taken in event of fire. This includes calling the Fire Service and evacuating the Hall.
 - The location and use of fire equipment (as in our Health & Safety policy provided to you and available on our website).
 - 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.
- c. 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 illuminated.
 - That there are no obvious fire hazards on the premises.
- d. Due to insurance requirements, bonfires and fireworks are not permitted within the premises or outdoor space. Ordinary cake candles may be used on cakes under supervision. The use of any other types of candles are not permitted.

8. 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. The front security gates shall be open during the whole of the time the premises are occupied.
- b. The emergency lighting supply illuminating the foyer and main hall exit signs and routes must be turned on during the whole of the time the premises are occupied. All exit signs are operated by an automatic mains failure switching device.

9. Outbreaks of fire

In the event of fire, hirers are responsible for evacuating all of their users / members and should be aware that any disabled persons may require assistance in the evacuation. First evacuate the Hall then, if possible, call the Fire Service on 999. The Fire Service shall be called to any outbreak of fire which cannot be immediately extinguished by use of the extinguishers provided. Details of any outbreak of fire, however slight, shall be provided to the Secretary of the WVHA as soon as possible.

10. Health and hygiene

The Hirer shall, if preparing, serving or selling food:

- a. 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](#);
- b. investigate the need for additional hygiene certificates, approvals, or controls to ensure good hygiene practices when preparing and consuming food at the Hall; and
- c. be aware that WVHA is not liable for food poisoning as a result of consuming food prepared at the Hall.

If the Hirer arranges for subcontractors to supply food the Hirer must ensure that the subcontractor complies with all relevant regulations and these Terms and Conditions

11. Electrical appliance safety

The Hirer shall ensure that:

- a. 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](#); and
- b. their own electrical equipment is subject to Personal Appliance Testing (PAT) at the required intervals.

12. Insurance and indemnity

- a. The Hirer shall be liable for:
- i. 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 either during the period of hire or subsequently if it is a consequence of a failure to leave the Hall properly locked and secured;
 - ii. all claims, losses, damages and costs made against or incurred by WVHA, 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

- iii. all claims, losses, damages and costs made against or incurred by WVHA, 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 WVHA and WVHA's employees, volunteers, agents and invitees against such liabilities.
- b. Any sub-contractors used by the Hirer must have their own insurance.
- c. WVHA shall take out adequate insurance to insure the liabilities described in sub-clauses (a) (i) above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (a) (ii) and (iii) above. WVHA shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of WVHA and the WVHA's employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.
- d. Where WVHA does not insure the liabilities described in sub-clauses (a) (ii) and (iii) above, the Hirer shall take out adequate insurance (not less than £1,000,000, preferably £2,000,000) to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the Hall Secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the Hall Secretary to rehire the premises to another hirer.

WVHA is insured against any claims arising out of its **own** negligence.

13. Accidents and dangerous occurrences

The Hirer must report all accidents involving injury to the public to a member of WVHA as soon as possible and complete the relevant section in the Hall's accident book. Any failure of equipment belonging to WVHA or brought in by the Hirer must also be reported as soon as possible. Certain types of accident or injury must be reported by WVHA to the HSE (Health & Safety Executive) in accordance with the [Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 \(RIDDOR\)](#).

14. 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;
- b. no flammable items, such as but not limited to, explosives, fuels, oil-based paint, or oil, should be stored in any location of the Hall. Any paint stored at the Hall is water based ONLY; and
- c. no internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of WVHA. No decorations are to be put up near light fittings or heaters.

15. 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 WVHA. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used, nor are any heaters, or devices, with open flames permitted inside the Hall.

16. 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.

17. Animals

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

18. Safeguarding children, young people, and adults at risk

The Hirer must ensure that any activities for children, young people and adults at risk are only provided by fit and proper persons in accordance with the Children Act 1989 and 2004, the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, you must provide us with a copy of your Safeguarding Policy and evidence that you have carried

out relevant checks through the Disclosure and Barring Service (DBS). All reasonable steps must be taken to prevent harm, and to respond appropriately when harm does occur. Relevant concerns must be reported

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 WVHA 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 organiser's name and address and that any discounts offered are based only on manufacturers' Recommended Retail Prices.

21. Film shows

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for films.

22. Bookings

a. Making of Bookings

WVHA reserves the right to require the payment of Hire fees at time of booking. Payment of final invoices issued to regular users are due on date given in invoice.

b. Confliction of Bookings

- i. Once an individual booking has been made and confirmed that booking will stand even if a subsequent new regular hirer's booking clashes with that booking. If this does occur, the original hirer may be offered the use of an alternative room with no increase in hire rate but if they decline this offer their booking will stand. Where possible, the new regular hirer will be advised of the clash in bookings at the time when their regular bookings are first agreed.
- ii. When a non-weekly regular hirer's bookings of a limited number of times per month clash with a prospective regular weekly hirer, the resolution of this will be at the discretion of the Chair of WVHA.
- iii. In general, the resolution of any confliction of bookings will be at the discretion of the Chair of WVHA.

c. Cancellation of Bookings

If the Hirer wishes to cancel the booking before the date of the event, be it for adverse weather or for any other reason, the Hirer shall be liable for the hire fee and their deposit will not be refunded unless the cancellation is made more than 4 weeks prior to the date of the booking and the Booking Secretary is able to conclude a replacement booking. Regular hirers must pay for the times given in the Hire Agreement and cannot change their booking without giving prior notice and before their monthly invoice is raised.

WVHA reserves the right to cancel a hiring by written notice to the Hirer in the event of:

- i. the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election
- ii. WVHA 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
- iii. the premises becoming unfit for the use intended by the Hirer
- 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.

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

23. End of hire

No function in any room in the Hall shall continue after 11.30 pm without the written permission of WVHA. The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, with no loose objects, or trailing cables, all spills immediately cleaned up and floors kept dry to avoid slip hazards, and replacing any equipment or furniture temporarily

removed from its usual position (ensuring chairs and tables are correctly stacked after use), otherwise WVHA may make an additional charge. If on the Hirer's departure at any time of day the Hall is left unoccupied, the Hirer shall ensure that the Hall is properly locked and secured and where directed shall return the key.

24. 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 use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises. All music and use of sound amplification equipment must cease by 11.00 pm.

25. Stored equipment

WVHA 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 Hirer must keep any stored items in the Hall (including the cellar) tidy and stored in a safe manner, such as to prevent the risk of items falling or liquids spilling and ensure they are not a fire hazard.

WVHA may use its discretion in any of the following circumstances:

- a. 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
- b. Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring.

This may result in WVHA disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit and charging the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

26. 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 WVHA. Note, the Hirer should ensure any ladders must be used safely and only by persons competent and fit to do so. Any alteration, fixture or fitting or attachment so approved shall, at the discretion of WVHA, remain in the premises at the end of the hiring and become the property of WVHA unless removed by the hirer, who must make good to the satisfaction of WVHA any damage caused to the premises by such removal.

27. No rights

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

28. Dangerous and unsuitable performances

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

29. Smoking

The Hirer shall, and shall ensure that the Hirer's invitees, comply with the prohibition of smoking in public places provisions of the [Health Act 2006](#) and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises.

30. Risk assessments

The Hirer should regularly carry out their own risk assessments to cover the activities and equipment they use, ensuring their risk assessment covers the car park and consideration of any necessary controls, including the risk of ice in the car park, and act accordingly.

31. Stage

Only use the stage area if authorised to do so and ensure the stage is always left in a safe condition; and ensure that all stage lighting is correctly hung with an additional safety chain or wire.

32. Personal Property

WVHA accepts no liability for the loss of personal property brought onto or left in the Hall during the letting.

33. Bouncy Castles

Bouncy castles/inflatables may only be used if they are managed by a professional contractor, with appropriate insurance.

34. Mirrors and Speakers

The mirrors and speakers are not the property of the Hall and therefore should not be used. As per clause 3, as directed by the WVHA, the Hirer shall make good or pay for all damage (including accidental damage) to the mirrors and/or speakers as fixtures and fittings.