

Upchurch Village Hall General Terms and Standard Conditions

Contacts details:

Booking Secretary: Mrs Deborah Martin.
Booking Tel No: 07368 461507
Caretaker: Nick Thompson-Moore 07778 681743
Key-holder: Key Box at Hall (a code will be provided)
In case of difficulty: See notice board in the Hall foyer for additional contact details.

Part 1 covers General Information.

Part 2 covers UVH Standard Conditions.

Part 1: General Information

Car parking

The trackway leading to the village hall is a private road and this must not be obstructed. The village hall car park will accommodate a good number of cars if they are parked sensibly. If more vehicles are expected than can be accommodated on the hard-standing, it is recommended that they park on grassed area first and then use the hard-standing. The use of stewards to direct parking will assist in making best use of the space available. If you intend to use the space for other than parking, you must make alternative arrangements for vehicles that does not involve them parking on adjacent roads. You must also make adequate provision for disabled access and parking and for access by emergency vehicles. Please DO NOT USE THE CROWN CAR PARK.

Safety

In the event of a fire, the village hall should be evacuated in an orderly manner using the appropriate exits, and the Fire Brigade called by dialling 999. The assembly point is shown on the documentation displayed in the Porch and is on the far side of the Village Hall car-park. The Hall's address (rear of The Crown, The Street, Upchurch) and postcode (ME9 7EU) are also displayed in the Porch. The village hall has no telephone. You are advised to bring a fully charge mobile telephone for use in case of emergency.

The exact location of the fire exits, and fire extinguishers must be noted before the village hall is occupied and the manner of opening Fire Doors should be made known to your guests. (A sketch plan showing these is included below). No hard ball games may be played anywhere on the Village Hall property, including the outside area.

There is a fire detection and alarm system which will sound when a fire or smoke is detected. If no fire is found this can be reset. Please refer to the instructions provided with the booking form.

General Facilities

Approximately 100 folding chairs, 30 small tables and 10 large tables are available for use in the chair-store. Please use the trolleys provided for moving chairs and tables in order to avoid injury or damage. All tables and chairs must be returned to their correct place in a neat and tidy fashion at the end of the hire.

Kitchen facilities include a cooker, refrigerator, and electric urn; 100 cups and saucers are available to hirers on request on booking.

Heating, Lighting and Electrical facilities

Heating is available for both halls and can be activated by the slot-meters in the corridor. These accept both £1 and £2 coins. The heating time is indicated on the meter. Heating in the communal areas can be activated by the timer switch in the corridor. Press the switch once for 30mins of heating, each further press gives an additional 30 mins up to a maximum of 2 hours. Do not adjust individual radiators/heaters as this will result in the village hall being too cold or hot for subsequent users.

Note: All electrical sockets are timed to turn off at 11.30pm, to ensure that the Hall is vacated by midnight. Please warn your guests, band or disco of this. The lights will not be affected.

The Main Hall lighting can be switched on when entering the hall using the switch located to the left-hand side after passing through the fire doors. A single press of the 'ON' switch will turn all main hall lights on to full brightness. A single press of the 'OFF' switch will turn all the main hall lights off. The lights can be dimmed using the small dimmer panel located to the left of the fire doors near to the stage end of the hall. Please ensure you press the 'OFF' switch once on leaving the hall to switch the main hall lights off. All lights in the corridor and connecting rooms are operated by motion sensors, and switch on and off automatically. **Please do not switch these lights off using the key switches.**

Note: The hall is fitted with a sound limiter system to avoid excessive noise levels. Hirers should be aware that noise levels in the Main Hall in excess of 90dba will cause the power to ALL sockets in the building to switch off. A red light in the Main Hall ceiling will give warning when this is imminent. Please let anyone running a disco or live band know about this. The power can be re-set after a short period by pressing the red re-set button mounted on the stage.

You are requested to keep the doors, particularly fire doors, shut during your event to avoid causing a noise nuisance to local residents.

End of Hire Period

Please ask your guests to leave quietly at the close of your event. Car doors banging and loud talk in the car park are disturbing to local residents.

For an additional fee the Caretaker is prepared to clear up the hall for all-day hirers. Please arrange with the booking Secretary when making your booking.

Faults/ damage/ comments

Please report any faults or damage to the Booking Secretary as soon as possible so that they can be rectified quickly. The Management Committee welcome comments or observations that you may have about your hire of the village hall.

Other relevant information:

Instructions for Fire detection and Alarm System: (A copy is located by the alarm box in the porch)

Instructions for Noise Limitation Equipment: (Located on the notice board in the porch)

Cooker operating Instructions: (Located in a frame above the cooker)

Part 2: Standard Conditions:

These standard conditions shall be made available to all hirers either in hard or electronic copy, and shall be available for all on the Village Hall notice board. If the Hirer is in any doubt as to the meaning of any of the conditions, the Booking Secretary should immediately be consulted.

1) Age

The Hirer, not being a person under 21 years of age, 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) Supervision

The Hirer 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 by the Hall Booking Secretary or Treasurer, 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.

3) Use of premises

The Hirer shall not use the premises (including the car park if any) 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 or unsuitable 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 written permission.

4) 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.

(ii) All claims, losses, damages and costs made against or incurred by the village hall management committee, 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.

(iii) All claims, losses, damages and costs made against or incurred by the Village Hall Management Committee, 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 the village hall management committee and the Village Hall's employees, volunteers, agents and invitees against such liabilities.

(b) The Village Hall shall take out adequate insurance to insure the liabilities described in sub-clauses (a) 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. The Village Hall shall claim on its insurance for any liability of the Hirer hereunder but 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 any insurance excess incurred and the difference between the amount of the liability and the monies received under the insurance policy.

(c) Where the Village Hall does not insure the liabilities described in sub-clauses (a)(ii) and (iii) above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the Village Hall Management Committee. 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.
The village hall is insured against any claims arising out of its own negligence.

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. Music Copyright licensing

The Hirer shall ensure that the Village Hall holds relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, the Hirer holds a licence.

7. Film

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 film.

8. Childcare Act 2006

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable groups Act 2006 and only fit and proper persons who have passed the appropriate Disclosure and Barring Service (DBS) checks should have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Hirer shall provide the Village Hall Management Committee with a copy of their DBS check and Child Protection Policy on request.

9. 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 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 hall's health and safety policy. The Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to the Village Hall Management Committee.

The Hirer acknowledges that they have familiarised themselves with the following:

- 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. (Diagram located on the notice board in the porch)
- Escape routes and the need to keep them clear. (Diagram located on the notice board in the porch)
- 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.
- Location of the first aid box.

In advance of any activity whether regulated entertainment or not the Hirer shall check the following items:

- That all escape routes are free of obstruction and can be safely used for instant free public exit.

- That any fire doors are not wedged open.
- That exit signs are illuminated.
- That there are no obvious fire hazards on the premises.
- That emergency lighting supply illuminating all exit signs and routes are on during the whole of the time the premises are occupied

10. 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 the noise limitation device provided at the premises and comply with any other licensing condition for the premises.

11. Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall ensure that to avoid disturbing neighbours to the hall and avoid violent or criminal behaviour; care shall be taken to avoid excessive consumption of alcohol. No illegal drug may be brought onto the premises. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. 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 in accordance with the Licensing Act 2003.

12. Health and hygiene

The Hirer shall, if preparing, serving, or selling food, observe all relevant food health and hygiene legislation and regulations. 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 and thermometer.

13. Electrical appliance safety

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 provided the Hirer must make use of it in the interests of public safety.

14. 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 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 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 the Village Hall Management Committee 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.

15. Smoking

The Hirer shall ensure that the Hirer's attendees and invitees comply 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. The Hirer shall ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

16. Accidents and dangerous occurrences

Any failure of equipment belonging to the Village Hall or brought in by the Hirer must also be reported as soon as possible. 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 Report Form. Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. The Village Hall Secretary will give assistance in completing this form and can provide contact details

17. 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 written consent of the management committee. No decorations are to be put up near light fittings or heaters.

18. 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 management committee. Portable Liquefied Propane Gas (LPG) heating appliances and/or cylinders shall not be used or placed within the building.

19. 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 Village Hall. No animals whatsoever are to enter the kitchen at any time.

20. Fly posting

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements or 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.

21. 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.

22. Cancellation

If the Hirer wishes to cancel the booking 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 Village Hall.

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.

23. End of hire

The Hirer shall be responsible for leaving the premises and surrounding area at the end of the period of hire in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced in a clean and tidy condition, otherwise the village hall shall be at liberty to make an additional charge.

24. 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 Village Hall Management Committee. 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 Village Hall Management Committee any damage caused to the premises by such removal.

25. No rights

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

26. Session times

Monday – Friday morning 9.00am – 1.00pm
Monday – Friday afternoon 2.00pm – 6.00pm
Monday – Thursday evening 7.00pm – 11.30pm
Friday evening 7.00pm – Midnight
Saturday morning 9.00am – 1.00pm
Saturday afternoon 2.00pm – 6.00pm
Saturday evening 7.00pm – Midnight
Saturday – whole day hire 9.00am – Midnight
Sunday morning 10.00am – 2.00pm
Sunday afternoon 2.30pm – 6.30pm
Sunday evening 7.00pm – 11.30pm

The hall should be vacated by the end of session time(s)

27. Use of Hall

Hirers booking a particular part of the Hall (Main Hall or Back Hall, for example) are entitled to the use of that part exclusive to any other user for the session times booked. That Hirer also has access to the shared facilities of the Hall (kitchen, toilets, grounds and car parking, for example) during his hire but does not have exclusive rights to those. The Hirer is not entitled to use any part of the hall other than those which are permitted under his Hiring Agreement, whether or not those other parts are hired or in use by others.

28. Accessibility

All access routes to the Back Hall and meeting room involve steps and may not be suitable for those in wheelchairs or with limited mobility. Please contact the Booking Secretary for details if required.

29. Charges for damages, etc.

Cleanliness

The Hirer shall leave the Hall together with its equipment, furniture, and fittings in a clean and tidy condition ready for the next hirer. Any remedial work carried out for breach of this condition by the Hall's employees, trustees or volunteers may be charged at a minimum rate of £20 per hour or at a sum equivalent to that charged for pre-arranged clearance for the type of event held, whichever is the greater. Materials purchased and work contracted out will be charged at invoiced value. See also item 4) Insurance and indemnity above.

Display of posters and signs

The Hirer shall not use drawing pins, staplers, sticky tape or similar on walls or other such surfaces. Blu-Tack can be used if necessary to put up notices or decorations for the duration of the letting and posters may be pinned to the noticeboard in the Main Hall provided for that purpose. Decorations shall not be fixed near light fittings or heaters. The Hirer will be liable to a charge of £20 if in breach of this condition in addition to any charge for damage caused.

Use of tape on the Main Hall floor

The Hirer shall not permit the use of any form of sticky tape on the Main Hall floor, as this permanently removes the floor surface. In the event of any damage of this nature, the Hirer will be charged at cost for a full stripping of the Main Hall floor and its re-sealing and re-polishing by a professional company together with any loss of income to the Hall whilst this is done.

Failure to return keys to the key box.

In the case of daytime bookings, should the hirer fail to return the keys to the Key Box, the Hirer may be liable to a charge equal to the booking fee they would have had to pay in order to hire the hall for the subsequent session. In the case of evening bookings, the Hirer may be liable to a charge equal to the booking fee paid for that evening session.

Fire extinguishers

The use of fire extinguishers as door stops or for any other purpose than that for which they are intended is prohibited. In particular, the use of an extinguisher as a doorstop will render the Hirer liable to the cost of replacement as damage to its protective paintwork can require its replacement.

30. Cancellation of booking by hirer

The Hirer is eligible for the following refunds if they cancel their booking:

- a. If the booking is cancelled by the Hirer within one calendar month of the date of the letting, no refund will be made of the hire fee, subject to clause 5.e below.

b. If the booking is cancelled by the Hirer between one and two calendar months of the date of the letting, one half of the hire fee will be refunded, subject to clause 5.e below.

c. If the booking is cancelled by the Hirer between two and six calendar months of the date of the letting, one half of the deposit will be refunded, subject to clause 5.e below.

d. If the booking is cancelled by the Hirer more than six calendar months prior to the date of the letting, the deposit will be refunded in full.

e. A full refund of moneys paid less a £20 administration fee will be made when the booking is cancelled less than six calendar months before the date of the letting but the hall is subsequently re-let for the period in question.

31. Sale or Consumption of Alcohol

Whereas hirers wish to provide alcoholic drinks to their guests and attendees or permit the consumption of alcohol in accordance with the terms of the hiring agreement, alcohol cannot be offered for sale other than through the Village Hall nominated licensed bar providers. Hirers must apply to the Management Committee in writing (application form available from the Booking Secretary) before allowing the consumption of alcohol at their event. No alcohol may be provided or consumed on the premises during parties or similar events by or for those under the age of 18 years.

32. Safeguarding Policy

All hirers must comply with the Hall's Safeguarding Policy for the protection of children, young persons and vulnerable adults. The presence of unaccompanied children on the premises is not permitted. No entertainment of an adult or sexual nature shall be permitted on the premises. A copy of the Village Hall Safeguarding Policy is available upon request.

33. Children's Parties

The Village Hall does not have insurance cover for the use of bouncy castles or other similar play equipment on its property. It is therefore the responsibility of the Hirer to ensure that adequate insurance cover is provided by others if they wish to use such equipment. Chocolate fountains can only be used on the premises at the hirers own risk.

Please note Helium Balloons allowed to escape into the ceiling area will attract a fine of £20.00 for their removal, should they become entangled with the ceiling fans the costs to the hirer could be substantial.