

Terms and Conditions of Hire

Agreements with the Committee of the Brompton Regis Village Hall (“the Village Hall”) for the hire of Brompton Regis Village Hall or any part thereof (“the Premises”) are subject to these Terms and Conditions of Hire (“the Hire Conditions”). For the purposes of the Terms and Conditions, the term Hirer shall mean an individual, or where the hirer is an organisation, their authorised representative.

Undertaking of the Hirer

The Hirer undertakes to ensure that they have an understanding of the Hire Conditions for the time being in force.

Special Conditions for COVID19

Note: These conditions are supplemental to, not a replacement for, the hall’s ordinary conditions of hire.

SC1:

You, the hirer, will be responsible for ensuring those attending your activity or event comply with the COVID-19 Secure Guidelines while entering and occupying the hall, as shown on the attached poster which is also displayed at the hall entrance, in particular using the hand sanitiser supplied when entering the hall and after using tissues.

SC2:

You undertake to comply with the actions identified in the hall’s risk assessment, of which you have been provided with a copy.

SC3:

You will be responsible for cleaning door handles, light switches, window catches, equipment, toilet handles and seats, wash basins and all surfaces likely to be used during your period of hire **before** other members of your group or organisation arrive and to keep the premises clean through regular cleaning of surfaces during your hire, paying particular attention to wash hand basins and kitchen sinks (if used), using either the products supplied (which will be in a clearly accessible location) or your own ordinary domestic products. You will be required to clean again on leaving.

Please take care cleaning electrical equipment. Use cloths - do not spray!

SC4:

You will make sure that everyone likely to attend your activity or event understands that they **MUST NOT DO SO** if they or anyone in their household has had COVID-19 symptoms in the last 48 hours, and that if they develop symptoms within 10 days of visiting the premises they **MUST** use the Test and Trace system to alert others with whom they have been in contact. They must seek a COVID-19 antigen test

SC5:

You will keep the premises well ventilated throughout your hire, with windows and doors (except fire doors) open as far as convenient. You will be responsible for ensuring they are all securely closed on leaving.

SC6:

You will ensure that no more than 30 people attend your activity/event, in order that social distancing can be maintained. You will ensure that everyone attending maintains 2m social distancing while waiting to enter the premises, observes the one-way system within the premises, and as far as possible observes social distancing of 1m plus mitigation measures when using more confined areas (e.g. moving and stowing equipment, accessing toilets) which should be kept as brief as possible. You will make sure that no more than [e.g. two] people use each suite of toilets at one time.

SC7:

You will take particular care to ensure that social distancing is maintained for any persons aged 70 or over or likely to be clinically more vulnerable to COVID-19, including for example keeping a 2m distance around them when going in and out of rooms and ensuring they can access the toilets, kitchen or other confined areas without others being present. For some people, passing another person in a confined space is less risky, but for older people that should be avoided.

SC8:

You will position furniture or the arrangement of the room as far as possible to facilitate social distancing of 2m between individual people or groups of up to two households or 1m with mitigation measures such as: seating side by side, with at least one empty chair between each person or household group, rather than face-to-face, and good ventilation. If tables are being used, you will place them so as to maintain social distancing across the table between people from different household groups who are face-to-face e.g. using a wide U-shape.

SC9:

Either: You **MUST** register for an official NHS QR code and display a NHS QR poster at the entrance to the hall before the start of your hire **and** keep a record of the

date and time the activity started and the name and contact telephone number or email of all those who attend your event (or a member of any group of up to 6 people who attend together, with the number of people in that group who cannot be more than 6) who do not use the NHS QR code. This record MUST be kept for a period of 3 weeks after the event and provided to NHS Track and trace if required, in accordance with The Health Protection (Coronavirus, Collection of Contact Details etc and Related Requirements) Regulations 2020.

SC10:

You will be responsible for the disposal of all rubbish created during your hire, including tissues and cleaning cloths, taking all rubbish away with you when you leave the hall.

SC11:

You will encourage users to bring their own drinks and food You will bring your own clean tea towels, so as to reduce risk of contamination between hirers, and take them away.

SC12:

We will have the right to close the hall if there are safety concerns relating to COVID-19, for example, if someone who has attended the hall develops symptoms and thorough cleansing is required or if it is reported that the Special Hiring Conditions above are not being complied with, whether by you or by other hirers, or in the event that public buildings are asked or required to close again. If this is necessary, we will do our best to inform you promptly and you will not be charged for this hire.

SC13:

In the event of someone becoming unwell with suspected Covid-19 symptoms while at the hall you should remove them to the designated safe area which is the alcove at the back of the hall. Provide tissues and a bin or plastic bag, and a bowl of warm soapy water for handwashing. Ask others in your group to provide contact details if you do not have them and then leave the premises, observing the usual hand sanitising and social distancing precautions, and advise them to launder their clothes when they arrive home.

Inform Dale Cherry 01398 371543 or Sylvia Luxton 01398 323289

email:enquiries@bromptonregisvillagehall.org.uk

SC15: In order to avoid risk of aerosol or droplet transmission you must take steps to avoid people needing to unduly raise their voices to each other, e.g. refrain from playing music or broadcasts at a volume which makes normal conversation difficult.

SC16:

Other special points as appropriate.

E.g. Where a sports, exercise or performing arts activity takes place:

[You will organise your activity in accordance with guidance issued by the relevant governing body for your sport or activity]

E.g. Where a group uses their own equipment:

You will avoid using equipment, which is difficult to clean, as far as possible. You will ensure that any equipment you provide is cleaned before use and before being stored in the hall's cupboards].

Supervision by the Hirer

The Hirer undertakes to be present, or arrange for sufficient adult representatives to be present, throughout the hiring to ensure compliance with the provisions and stipulations contained or referred to in these Hire Conditions and any relevant licenses.

Responsibility of the Hirer

During the period of hire, the Hirer shall be responsible for and ensure the following::

- Being familiar with, and complying with, the use the facilities and equipment in the Village Hall.
- The Premises are kept secure for the duration of the hire
- Supervision of the use of the Premises and the care of its fabric and contents
- The purpose and conduct of the hire does not disrupt the use of any other room hired by other persons
- The Premises (including foyer, kitchen, kitchen appliances and toilets as appropriate) are left clean and tidy with rubbish removed from the site at the end of the hire
- Making certain that all lights, heating, electrical equipment and gas is switched off and made secure prior to leaving the premises.
- All equipment, chairs and tables have been returned to their storage positions safely and as found, the Premises are cleared of people and the building secured, except for any facilities or room or public area in use by another continuing hire
- Any temporary fittings and fixtures comply with Health and Safety guidance, and in particular ensuring that any decorations used are not a fire hazard
- Any equipment or electrical appliances brought onto the Premises and used there shall be certified safe and in good working order, and used in a safe manner
- No animals (including birds), except assist dogs are brought into the building, without written permission of the Village Hall on the occasion of a special event or hire agreed to by the Village Hall
- NO animals whatsoever enter the kitchen at any time
- No Barbeques, LPG appliances or highly flammable substances are brought onto the Premises
- That they and their attendees recognise the fact that the Premises are situated in a residential neighbourhood and conduct themselves accordingly by, for example, taking care not to slam

car doors, especially late at night, and not playing music or making other sounds at inappropriate levels.

Fire Regulations

The Hirer must know and if not take instruction from the Village Hall Committee on:

- What action to take in the event of a fire. This includes calling the Fire Brigade and evacuating the premises.
- The location of and how to use the fire equipment supplied
- Where the fire exit routes are and the need to keep them clear.
- How to operate the fire escape doors.
- The important of any fire doors and ensuring all fire doors are kept closed especially at the time of a fire.
- Where the nearest telephone call box is.

In advance of the event, the Hirer must check the following items and ensure throughout the event that:

- All fire exits are unlocked.
- All corridors and gangways are free of obstruction, clothing and litter and can be safely used, and are immediately available for instant exit without hindrance.
- Any fire doors are not wedged open.
- Ensure that the “Emergency Exit” signs are illuminated, kept clear and visible at all times.
- There are no obvious fire hazards on the premises.

The Hirer must ensure that they are aware of the Village Hall’s Fire and Evacuation Policies which are on display in the main entrance to the Village Hall.

Use of Premises

The Hirer shall not:-

- sub-let or use the Premises for any purpose other than that described in their Booking Application
- use the premises or allow the Premises to be used for any unlawful purpose or in any unlawful way
- do anything or bring onto the Premises anything which may endanger the Premises or render invalid any insurance policies in respect thereof
- allow the use of drugs on the Premises
- allow smoking on the Premises.

Car Parking

Vehicles are parked at owner’s risk, and may be parked either at the front of the Village Hall or in the Village Hall car park located at the rear of the building. The space in front of the main entrance to the premises should be kept clear at all times as a fire exit.

Licences and other relevant legislation

The Hirer is responsible for:

- Obtaining the necessary licence to sell or supply intoxicating liquor for the event the premises are being hired for and observing all regulations contained within the Licence.

- Conforming to the terms of Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) licences held by the Village Hall.
- Ensuring no excessive noise occurs, particularly late at night or early morning, with a minimum of noise being made by any person on arrival or departure.

The Hirer shall ensure that the users:

- Do not contravene the law relating to gaming, betting, and lotteries
- Comply with all conditions and regulations required by the Licensing Act, particularly in connection with events which include public dancing or music, or stage plays, or films, or similar entertainment taking place at the premises. A breach of this condition may lead to prosecution by the local authority.

Compliance with legislation relating to children or vulnerable adults

The Hirer shall ensure that any activities at the Premises for children or vulnerable adults comply with current legislation in that regard and that only fit and proper persons have access to children or vulnerable adults. Child Protection Policies are the responsibility of the Hirer.

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 committee, their 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 the village hall committee, their 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 the Hirer shall indemnify and keep indemnified accordingly each member of the village hall committee and the Village Hall's 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) (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 (a) any insurance excess incurred and (b) 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 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.

The village hall is insured against any claims arising out of its own negligence.

Other Insurance

The Hirer is responsible for ensuring that any catering company or operator hired to bring equipment onto the Premises has relevant and appropriate insurance, which shall include public liability insurance.

Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to an authorised representative of the Village Hall as soon as possible. Any failure of equipment, either that belonging to the Village Hall, or brought in by the Hirer must also be reported as soon as possible.

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 that stored on the premises by agreement, must be removed at the end of each hiring or storage period. The Village Hall may dispose of any such items 7 days thereafter at its discretion, by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer daily storage fees and costs incurred in storing and selling or otherwise disposing of the same.

No Alterations

Decorations may be hung from the picture rails around the walls of the Hall but not elsewhere. Nothing must be affixed to the acoustic panels on the walls of the main hall. On request, Hirers must produce a certificate that the decorations are not a fire hazard. No Blu-tack, drawing pins, adhesive tape or similar may be used on the walls or acoustic panels of the hall.

No other alterations or additions may be made to the Premises, and no fixtures may be installed, or placards, or other articles be attached in any way to any part of the Premises without the prior written approval of the Village Hall Committee.

Any alteration, fixture or fitting, or attachment, so approved, shall, at the discretion of the Village Hall Committee, remain in the Premises at the end of the hiring and become the property of the Village Hall or be removed by the Hirer. The Hirer must make good to the satisfaction of the Village Hall Committee any damage caused to the Premises by such removal.

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.

Cancellation by the Hirer

If the Hirer cancels the booking before the date of the event and the Village Hall is unable to conclude a replacement booking, the Village Hall may, at their discretion, require some payment of hire fees.

Cancellation by the Village Hall

The Village Hall reserves the right to cancel a hiring by written notice to the Hirer in the event of the Premises being required for use as a Polling Station for a Parliamentary or Local Government election or bye-election or referendum or if the Village Hall reasonably consider that:

- such hiring may lead to a breach of the licensing conditions, or other legal or statutory requirements, or
- unlawful or unsuitable activities may take place at the Premises as a result of the hiring, or
- the Premises have become unfit for the use intended by the Hirer

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

Opening and Closing the Village Hall

Arrangements for access to the hall will be made shortly after your booking has been confirmed.

Acceptance

These Terms and Conditions form part of the Hire Agreement completed by the Hirer. By completing the Hire Agreement and submitting your booking request, the Hirer is deemed to have accepted these terms and conditions.