

# St John's Village Memorial Hall

## Terms and Conditions of Hire

### 1. General

Any Hire Agreement is made subject to the St John's Village Memorial Hall Association's following Terms and Conditions of Hire, and the Premises Licence. These form part of the Hire Agreement unless specifically excluded by agreement in writing between the Association and the Hirer.

### 2. Equal Opportunities

Users of the hall must comply with the Equality Act 2010. The Hall shall be open to all members of the community regardless of race, gender, sexual orientation, gender reassignment, nationality, age, disability, maternity, race, ethnic origin, political or religious beliefs.

### 3. Applying for Use of the Hall

- a) Application for use of the Hall shall be made to the Bookings Officer.
- b) The right to refuse any application for the use of the Hall facilities is reserved by the Management Committee or the Bookings Officer provided the Bookings Officer reports his/her action to the next meeting of the Management Committee
- c) All arrangements for the use of the Hall facilities are subject to the Management Committee reserving the right to cancel bookings in accordance with the provisions of condition 26 below. Local community groups/individuals shall normally have priority use of the facilities but all arrangements to hire facilities made from outside bodies will be honoured except as provided-in (c) above.

### 4. Hours of Opening

Facilities at the Hall are available for use between the hours of 8am to 11pm, with the exception of New Year's Day only when the premises shall not be open between 00.30hrs and 08.00hrs.

### 5. Use of outside space

The rear and front outside space may only be used between the hours of 08.30hrs and 20.30hrs due to planning restrictions. Permission must be sought from the Bookings Officer prior to use of this area. The large folding doors leading out to the rear garden shall not be open between 18.00hrs and 08.30hrs when amplified music is being played to control noise breakout

Do not allow any persons to congregate in any way along the side of the building; this must be used for access to the rear garden only.

### 6. Maximum Capacity

The Hall has a maximum working capacity of 200 (to include helpers and performers). On no account shall this figure be exceeded to comply with Health and Safety and our Premises

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Licence. The bookings officer can advise of the separate maximum capacity of the individual halls.

## 7. Health and Safety

The hirer, at their own cost, should undertake a risk assessment of their event and should, when required, take out additional insurance for events which pose additional risk. Users will need to assess the risks of their own activity using their own /legal criteria.

All conditions attached to the granting of the Hall's Premises Licence shall be strictly observed. Nothing shall be done to endanger the users of the building and the policies of insurance relating to it and its contents. In particular:

- a) Any seating or furniture must be laid out to provide safe evacuation of the premises. Obstructions must not be placed in the gangways or exits, nor in front of the emergency exits, which must be immediately available for free public access. Consideration should be given for the safe evacuation of disabled people.
- b) Firefighting equipment shall be kept in its proper place and only used for its intended purpose.
- c) All hirers/users must make themselves aware of the location of firefighting equipment
- d) The fire brigade shall be called to any outbreak of fire and details thereafter shall be given to the Management Committee.
- e) Performances involving danger to the public or of a sexually explicit nature shall not be held.
- f) Highly flammable substances shall not be brought into or used in any part of the building. There shall be no naked flames in any part of the building. Candles may only be used upon prior consent of the Management Committee (except for candles on celebration cakes).
- g) No unauthorised heating appliances shall be used on the premises.
- h) First Aid boxes shall be readily available to all users of the premises and are located on the walls in the main kitchen and kitchenette
- i) The Hirer shall ensure that any electrical appliances brought by them onto 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.
- j) All accidents involving injury must be reported by the Hirer to the Bookings Officer as soon as possible and the hirer must complete the relevant section in the Associations accident book, which is kept on the wall of the main kitchen and kitchenette. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).
- k) Gas Canisters are prohibited from the premises unless used for the dispensing of alcohol. Written permission will be required for this action.

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- l) The use of portable barbeques is permitted in the rear garden area only with prior permission of the Management Committee. These may not be stored on site overnight. Following the use of barbeques, all ash should be fully extinguished and removed.
- m) Helium balloons are allowed on site, but not canisters of helium. Any filling of balloons should take place outside the building.
- n) There is a No Smoking policy throughout the building and immediate outside areas.
- o) No deep fat fryers are to be used anywhere on the premises.

## **8. Access for All**

All entrances and exits of the Hall are designed for wheelchair access. A designated shower and toilet area is provided for those who require them. This area includes baby changing facilities.

Assistance dogs are welcome in the Hall.

The Hirer should ensure that they understand how people with disabilities or other special needs will evacuate the building should they need to do so. The hirer must ensure that plans are in place to facilitate such evacuation.

## **9. Age of hirer and Supervision**

The Hirer, not being a person under 18 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.

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

- a. Supervision of the premises, the fabric and the contents and their care, safety from damage, however slight, or change of any sort; and
- b. 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.
- c. As directed by the Association, 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.

When the premises, or any part of them, are used for the purpose of public entertainment there shall be a minimum of two supervising persons on duty when up to 100 persons are attending. Any /all supervising persons must be at least 18 years of age.

The number of adult supervising persons required is increased in the following circumstances:

- Where 100-249 people are present - increased to three adult supervising persons
- Where 250-300 people are present - increased to four adult supervising persons

When the majority of those present at the entertainment are less than 16 years of age and/or when many people with disabilities are expected to attend, the numbers of adult supervisors required will be increased to appropriate level to meet the individual support needs.

All persons in charge or on duty shall have been informed of the procedure for evacuation of the premises and shall familiarise themselves with the firefighting equipment provided.

They shall not be engaged in any duties that prevent them from exercising general supervision and shall be able to take responsibility.

#### **10. Safety of children, young people and vulnerable adults. Compliance with the Children Act 1989 and subsequent legislation, including work with vulnerable adults**

With the exception of children's parties organised and supervised by direct family members, no activities or groups involving children, young people or vulnerable adults will be permitted on the premises except with the written agreement of the Management Committee.

Before giving permission the Association will ensure that for any activities for children under eight years of age: that the hirer complies with the provisions of The Children Act of 1989 and subsequent legislation and the Home Office Code of Practice Safe from Harm and any conditions required by the Office for Standards in Education (OFSTED) or by the local Social Services Department (as appropriate) are complied with.

This includes ensuring that only fit and proper persons who have passed the appropriate Disclosure & Barring Scheme checks have access to the children. Checks will also apply where children over eight and vulnerable adults are taking part in activities. The Hirer shall provide the Association with a copy of their Safeguarding Children & Vulnerable Adults Policy on request or agree to adhere to the Association's Safeguarding Policy (which can be found at [www.stjohnsmemorialhall.co.uk](http://www.stjohnsmemorialhall.co.uk))

In the case of affiliated groups or outside hirers, it is the responsibility of the organisers of the activities concerned to ensure compliance with these requirements, so that only fit and proper persons have access to young children and/or vulnerable adults and that such persons shall at all times be in attendance upon children and/or vulnerable adults who are on the premises for the activities concerned

#### **11. Supply of food and drink - Health and hygiene**

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. Please refer to our Food Hygiene Policy which can be found at [www.stjohnsmemorialhall.co.uk](http://www.stjohnsmemorialhall.co.uk)

With the exception of events catered for by the hirer, only persons who have satisfactorily undertaken any relevant food hygiene training required by the Council's Environmental Health Department, and otherwise satisfied the requirements of current legislation, shall be permitted to handle food on the premises

#### **12. Intoxicating liquor drunk and disorderly behaviour, supply of illegal drugs and public safety compliance**

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No intoxicating liquors are permitted to be bought, sold or consumed in any part of the premises without the express permission in writing of the Management Committee, whose consent must also be obtained prior to the event. The Management Committee's consent must also be obtained prior to seeking any relevant permission for a Temporary Event Notice for the sale of alcoholic liquor

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and the Association'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 ensure that in order to avoid disturbing neighbours and to 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 any person suspected of being under the age of 18.

No illegal drugs may be brought onto the premises.

### **13. Music**

The premises are licenced with Performing Rights Society (PRS for Music) and Phonographic Performance Ltd licence (PPL) for the performance of copyright music and for the live performance of copyright music. All profit-making hirers playing music at the premises are advised to contact PPLPRS ([pplprs.co.uk](http://pplprs.co.uk)) and to obtain any additional licences that are required.

### **14. Noise and Nuisance**

Hirers and organisers of events in the halls are responsible for ensuring that the noise level of their event is kept to reasonable levels, so as not to interfere with other activities within the building nor to cause inconvenience to the occupiers of nearby houses and property. This includes keeping noise to a minimum on arrival and departure, particularly late at night and early in the morning.

All music must cease by 22.00hrs at the very latest and the building must be completely vacated and secured by 23.00hrs.

The doors on the side elevations of the building must be kept closed at all and are to be used for emergency access only. These doors must not be used to unload provisions/equipment into the hall.

All doors and windows must be kept closed while any amplifiers are being used. Music must not be played in the rear garden or in any outside area.

Amplified music must be kept to reasonable levels at all times.

If amplified music is being played in the Maple hall, the Hirer must ensure use of the sound limiter at all times and comply with any other licensing condition for the premises (a copy of our Premises Licence can be found on our website [www.stjohnsmemorialhall.co.uk](http://www.stjohnsmemorialhall.co.uk) and is also displayed on the

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hall noticeboard). Failure to do so may result in your event being cancelled with immediate effect, and non-return of damage deposit.

The hirer must provide a contact number at the time of booking, such that the person responsible for playing amplified music as well as the hirer (if different) can be contacted during the event.

No Litter or rubbish must be left in or about the Hall premises.

### **15. Betting, gaming 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 and the persons or associations responsible for functions held in the centre premises shall ensure that the requirements of the relevant legislation are strictly observed.

### **16. Storage**

The permission of the Management Committee must be obtained before goods or equipment are left or stored at the hall. A yearly charge is made for storage at the hall. The Bookings Officer is authorised to grant permission for the overnight storage of goods and equipment brought to the centre for a function or event, as provided for in the Associations Storage Policy to be found on the website given above

### **17. Stored equipment**

The Association 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.

- Hirers who regularly use the premises may apply for the hire of storage for equipment on the hall premises via the Bookings Officer.
- There will be a fixed fee for use of storage within the hall. Fees will be levied on the discretion of the Bookings Officer and set annually by the Association.
- Items stored within the dedicated storage areas, should be regularly used within the premises
- The Hirer will not store any flammable liquids, gases or items that would be considered under the regulation of the associations COSHH policy.
- The Association must always hold a duplicate key for storage areas and reserve the right to inspect storage spaces within the hall without serving the Hirer notice.
- The Association reserves the right to remove any items in breach of the terms and conditions of hire from the premises immediately. The Hirer agrees that any charges incurred in such removal and or disposal of such items will be met by the Hirer.

The Association may use its discretion in any of the following circumstances:

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;

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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 Association 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.

### **18. Loss of property**

The Association cannot accept responsibility for damage to, or the loss or theft of, hall users' property and effects.

### **19. Car Parking/Outside space: -**

Users of the hall can use the village Car Park directly opposite the Hall (Hirers and their guests should be aware of the local authority's restrictions, displayed in the car park). The village car park is for use of the wider village and has a total of 44 spaces.

Do not park any vehicles directly in front of the hall in the area marked with a single yellow line. This area is subject to parking restrictions.

No vehicle should be parked in any way so as to cause a nuisance to our neighbours or obstruction to emergency and public service vehicles.

Vehicles should not be parked on the cobbled patio area across the front of the hall, or in front of the wooden gates at the side of the hall.

Outside space (including the rear garden) may only be used by prior permission of the Bookings Officer. Due to planning conditions the outside areas can only be used by hirers between 08.30hrs and 20.30hrs. The rear outside space must not be accessed outside of these hours

### **20. Animals**

Except in the case of trained recognised assistance dogs, for example, but not limited to Guide Dogs, animals shall only be permitted on the Hall premises in connection with organised activities such as animal training or animal shows expressly approved by the Bookings Officer. No animals whatsoever are to enter the kitchen at any time.

### **21. Cleaning, security and end of hire**

At the end of the event the Hirer shall be responsible for:

- Returning furniture and equipment to their original position.
- Leaving the premises and the surrounding area clean, tidy as found. The Association reserves the right to make any additional charge for any work needed in the event of failure to leave the premises in a clean condition
- Securing and locking doors and windows of the premises as directed by the Bookings Officer
- If the hire is a one off/casual booking, all rubbish must be cleared and removed from the building and disposed of by the Hirer.
- Tables are wiped and secured in the store room of origin.
- Chairs are securely placed on the racks of origin.

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- All breakages must be reported to the Bookings Officer
- Checks are made to ensure that no damage has been done to the hall, fixtures and fittings and that any such damage reported to the Bookings Officer.
- Ensuring guests leave quietly and on time to avoid disturbance to neighbours.

## **22. Insurance and indemnity**

The Hirer shall be liable for:

- a) 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;
- b) All claims, losses, damages and costs made against or incurred by the Association, its 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
- c) All claims, losses, damages and costs made against or incurred by the Association, its 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 Association's Board and the Association's employees, volunteers, agents and invitees against such liabilities.

The Association shall take out adequate insurance to insure the liabilities described in sub-clause (a) above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (b) and (c) above.

The Association shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of the Association's Board and the Association'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.

Where the Association does not insure the liabilities described in sub-clauses (a) and (b) 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 Association's authorised representative. Failure to produce such policy and evidence of cover will render the hiring void and enable the Association to rehire the premises to another hirer.

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

## **23. 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 Association'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.

## **24. Sale of goods**

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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.

## 25. 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 film.

## 26. Cancellation

(A) Should the Hirer wish to cancel a booking before the date of the event and the Association is unable to secure a replacement booking, the Association shall have complete discretion over the issue of a partial or full refund of any fee paid by the hirer. The hirer should refer in this respect to the Charging Policy which can be found on The Associations website [www.stjohnsmemorialhall.co.uk](http://www.stjohnsmemorialhall.co.uk). Any such cancellation must be received in writing prior to the confirmed date of the event.

(B)The Association reserves the right to cancel any booking (written notice will be given to the Hirer where possible) in the event of:

- The hall not being used properly in accordance with these Terms and Conditions
- The premises being required for use as a Polling Station for any election, by-election or referendum;
- The Association reasonably considering that:
  - Such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or
  - Unlawful or unsuitable activities will take place at the premises as a result of this hiring;
- The premises becoming unfit for the use intended by the Hirer;
- 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.
- Any other unforeseen circumstances.

In any such case, the Hirer shall be entitled to a refund of any fee already paid for the booking, but the Association shall not be liable for any consequential losses or damages whatsoever, be they direct or indirect. The Hirer should consider taking appropriate insurance for such contingencies.

## 27. 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 Management Committee. No items are to be attached to the walls which may cause damage
- No tape may be applied to the hall floors or walls under any circumstance.

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- The Hirer must remove all such articles at the end of the hiring unless otherwise agreed with the Association. Any unauthorised articles left on the premises will be disposed of by the Association as it thinks fit. The Hirer will make good to the satisfaction of the Association any damage caused by such installation and removal.

### **28. No rights**

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

None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.

### **29. Use of premises**

The Hirer shall not use the premises for any purpose other than that described in the Hiring Agreement and shall not sub-let 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 written permission.

- No tap shoes or footwear such as stiletto heels, likely to cause damage to the surface of the wooden floor are to be worn in the hall.
- Smoke machines or vapour emitting equipment shall not be used anywhere on the premises

### **30. Kitchens**

The kitchens may only be used by prior arrangement.

- Surfaces including worktops cookers, microwave ovens, refrigerators and the like must be left in a clean and hygienic manner when the premises are vacated.
- Crockery, cooking pots and utensils, cutlery etc. must be washed, dried and safely stored in a hygienic manner.
- Food or drink, placed in refrigerators or freezers, must be removed when the premises are vacated, unless prior agreement with the management has been granted.
- Any equipment that is considered suspect or dangerous must not be used, and the Management informed of such cases.

### **31. Charges**

The Hirer agrees to pay the charges ruling at the time that their hiring takes place and not the rates that applied at the time of booking. If the Hirers do not comply with the terms of the agreement and the Association's paid staff or volunteers are caused additional work or have to attend the premises, additional charges may be made at the discretion of the Association.

### **32. Use of Bouncy Castles and other land-based inflatables**

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If you use a bouncy castle or any other land based inflatable on the premises please ensure that:

- It is supervised by responsible adults at all times when in use or inflated
- Bouncy castles are not permitted in the rear garden
- Soft matting is used to cover hard surfaces to the front or any open sides where there is a risk of injury from falling from the inflatable

And in respect of any bouncy castle it is:

- Not used by children under 2 years old
- Restricted to use by age group (age groups 2 – 5, 6 – 12 and over 12 years must not be mixed)