

# ST LEONARDS and ST IVES VILLAGE HALL

Registered Charity no. 270967

Braeside Road, St Leonards, Ringwood, Hampshire BH24 2PH

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## CONDITIONS OF HIRE

### 1. APPLICATION

Application for hire must be made on the attached form and the Hirer must await *confirmation* of any booking. The Management Committee's decisions to the interpretation of these conditions shall be final and conclusive and the right is reserved to refuse any application without stating a reason.

### 2. CHARGES

A booking deposit of **half the hire fee** is payable when the application is submitted. After confirmation of the booking, the balance is payable one calendar month before the date of use, together with the Damage Deposit as shown on the Booking Application Form. The Damage Deposit is paid into our bank account approximately ten days before your function, and refunded approximately one week after the event, subject to all the Conditions of Hire being met in full. The Management Committee reserves the right to withhold part or all of the Damage Deposit if the building and its immediate amenities are not left in a clean and satisfactory condition. ***The Hirer should leave the premises as they were found by sweeping, washing up etc. All tables and chairs must be returned to their original places by the Hirer. All rubbish should be taken home with you or DWP purple sacks can be purchased from us at £2.50 each. These can be filled and left in the kitchen.***

### 3. VARIATIONS IN CHARGES AND CONDITIONS (reviewed annually in March)

The scale of charges and conditions of hire are subject to variations from time to time and the Hirer shall pay any revised charges and comply with any revised conditions deemed necessary by the Management Committee.

### 4. CANCELLATIONS

- a. In the event that the Hirer cancels the booking (by giving 30 days' notice in writing to the Management Committee), that part of the hiring fee already paid will be forfeited. If the cancellation is made less than 30 days before the date of the event the full amount will be forfeited.
- b. If in the opinion of the Management Committee it is thought likely that the event may prove to be objectionable or undesirable in character the Management Committee reserves the right to cancel the booking, refund monies paid, and not be liable in any way for payment of compensation to either the Hirer or their Agent(s).
- c. The Management Committee reserves the right to cancel the Booking Confirmation upon giving 7 days' notice in writing to the Hirer.
- d. The Management Committee reserves the right to cancel a hiring in the event of the premises being required for use as a Polling Station for a Parliamentary or Local Government election or bye-election, in which case the Hire shall be entitled to a refund of any monies already paid.

### 5. PERIOD OF USE

The Hirer will only be allowed possession of the premises on the date(s) and times booked which must include adequate preparation and clearing up time. In accordance with the Music and Dancing Licence granted to the Management Committee by the Licensing Authority, all dances must cease and the building be closed not later than 12.00am Monday to Friday (inclusive) and 11.45pm on Saturday. ***All functions should, therefore, cease at least thirty minutes prior to these times, to enable the premises to be cleaned and the car park cleared by the Hirer. A fee will be deducted from the Damage Deposit for every half hour after 12.00 midnight.*** Dances will not normally be permitted on Sundays, Christmas Day or Good Friday. See also Clause 8.

### 6. LIABILITY ISSUES

- Neither the Management Committee or its officers or caretakers accept any responsibility for the safety of any money, vehicles or goods of any kind, brought into the building or its immediate environs by the Hirer or any other party.
- CHILDREN MUST BE ACCOMPANIED AND SUPERVISED AT ALL TIMES AND MUST NOT BE ALLOWED TO ENTER THE KITCHENS. ***The Hirer understands that Village Hall employees are not subject to DBS Safeguarding checks and that as hirer they must ensure that respect and conform to our Safeguarding policy, which is displayed on the Management Committee notice board.***

## 7. RISKS ASSESSMENT

All hirers should complete a simple risks assessment form prior to the event, to ensure that the premises conform to their requirements. The risks will vary from hirer to hirer so we are unable to provide a suitable form but an example is appended to this document.

## 8. SALE OF INTOXICANTS

- a. ***The Hirer must obtain the necessary licence for the sale of intoxicants and the Management Committee must be notified of the particulars at least two days before the date of hire.***
- b. We are prohibited from storing liquor on the premises. ***It is therefore imperative that all such supplies be delivered and removed on the day of hire (including all empty bottles).***

## 9. USE ON SUNDAYS AND OTHER SPECIAL DAYS

The premises are not normally available for hire on Good Friday or Christmas Day, but the Management Committee may grant an application for hire for an approved purpose on any such day it thinks fit. Any such application for hire on these days must be made at least 28 days in advance.

## 10. USE OF THE PREMISES

The Hirer shall use the premises only for the purpose stated on the Booking Application Form and not for any other use. If it appears that the Hirer has made a material omission from, or mis-statement on the Booking Application Form, the Caretaker or duly authorised officer of the Management Committee may prohibit the continuation of the meeting, event, performance or entertainment, and the Hirer shall indemnify the Management Committee against any claim arising out of such action and the whole of the charges paid to the Management Committee by the Hirer shall be forfeited to the Management Committee. ***The Hirer may only use those areas of the building specifically hired on the Booking Application Form. On no account should a Hirer enter a room which has been booked by another hirer.*** A charge will be made for any use of parts of the Hall not included on the booking application and will be deducted from the Damage Deposit or in the case of regular hire, will be invoiced as an extra charge. No use of the grounds is allowed unless permission has been given by the Parish Council. Barbeques are not permitted either on the hall premises or in the car park area. ***For the duration of the hire period, the hall must not be left unattended and the Hirer cannot leave the premises at the end of the hire period until the building has been properly locked..***

## 11. RESTRICTED USE

Auction sales and trade exhibitions will not be permitted under normal terms of hire except at the discretion of the Management Committee when they may be subject to special charges and conditions.

- a. No live animals permitted on the premises other than Guide Dogs and dogs attending professional dog training classes.
- b. Inflammable liquids or explosives, fireworks, articles producing an offensive smell and gas cylinders used for portable heating appliances must not be used on the premises. Please ensure that outside caterers/demonstrators are aware of this rule.
- c. No betting games, lotteries or draws shall take place on the premises unless they comply with the Betting, Gaming and Lotteries Act and then only if the provisions of the Act are complied with in all respects.
- d. It is permitted to bring electrical appliances onto the premises provided they are safe, in good working order, have been PAT tested and used in a safe manner. The following items may not be brought onto the premises without the approval of the Management Committee: portable heaters, soldering irons, electric kettles, portable hotplates or microwaves.
- e. Use of smoke machines is prohibited due to the fire alarm systems.
- f. The Management Committee does not accept responsibility should any appliance brought into the building by the Hirer cause any damage or disruption of electrical supply.

## 12. DAMAGE

Any damage to fixtures and/or fittings, or any part of the property or environs, which may occur during the period of hire, shall be the responsibility of the Hirer who shall pay on demand the cost of any such damage and shall indemnify the Management Committee against any such claim by third parties for the damage or loss arising from the Hirer's use. No fittings or fixtures may be removed, and anything which might in any way damage the interior or the furniture of the premises is strictly prohibited. **Please do not use sellotape to secure decorations, please use blu-tack or string.** Any loss of keys will be charged at £110.00.

**13. SUB-LETTING**

The Hirer may not sub-let the premises unless permission of the Management Committee is given in writing.

**14. LIGHTING**

No alteration may be made to the lighting already provided. Additional lighting may be used, provided it is safe and in good working order and a written PAT test certificate is available.

**15. USE OF AMPLIFYING EQUIPMENT**

Sound amplification must be the minimum for audibility within the premises and must not cause a noise nuisance. A written PAT test certificate must be available.

**16. INSURANCE**

The Hall Management Committee has insurance cover for its legal liabilities, **but Hirers should ensure that they have adequate public liability insurance to cover their own liabilities (see 6 and 11 above).**

**17. LETTINGS INVOLVING STATUTORY OBLIGATIONS**

The Hirer must observe and perform all statutory provisions, regulations and conditions imposed by the Licensing Authorities and indemnify the Management Committee from all penalties which they may incur in consequence of any default.

**18. COPYRIGHT**

The Hirer shall not infringe any form of copyright and will indemnify the Management Committee against all sums of money, which the Management Committee may be required to pay, by reason of any infringement occurring during the period of hire.

**19. ATTENDANCE OF THE POLICE AND/OR FIRE SERVICE**

If in the opinion of the Hall Caretaker, the Hirer, or Stewards acting on his behalf, the attendance of the Police or Fire and Rescue Services is required the Hirer must pay for the attendance as necessary.

**20. ENFORCEMENT OF REGULATIONS**

The Hirer must provide adequate supervision (by use of Stewards) at all times both for the premises and the car park.

**a. Premises**

- The Hirer must ensure that there is compliance with all Conditions of Hire and any instructions issued by the Caretaker or Authorised Officer of the Management Committee
- The Hirer or his responsible representative must be present at all times.
- All events must have at least two stewards in attendance.
- Discos and dances etc. must be adequately supervised both on the premises and in the car park to ensure that they do not give rise to justifiable complaints.
- Drunk and disorderly behaviour is not permitted in the premises or their immediate vicinity. The Hirer will ensure that to prevent such behaviour, care is taken to avoid excessive consumption of alcohol or the use of illegal drugs

**b. Carpark areas**

- The Hirer must ensure that the parking bays are used correctly. **Note the yellow restricted areas which allow for emergency vehicles' access must be left clear at all times. The Hirer must ensure that car parking spaces reserved for disabled drivers are not used by ineligible persons.**

**21. RIGHT OF ENTRY**

The Management Committee reserves the right of entry for its officers and authorised members to all parts of the building at all times. Employees of the Hirer are to be instructed accordingly.

**22. BREAKDOWNS OR ACCIDENTS**

In the case of any breakdown or accident resulting in the temporary closure of the premises or any facilities, no person shall be entitled to any compensation for any loss. When the Management Committee cancels the booking, any fees paid will be refunded.

**23. FIRE, HEALTH AND SAFETY**

- a. All exits, passages and gangways must be kept free of obstruction. Emergency 'EXIT' lights should be switched on during every period of use of the premises.
- b. The maximum number of persons that can safely be accommodated on the premises is 380, comprising:

Main Hall	Closely seated audience	200 persons
	Seated at tables only	130 persons
	Seated at tables/dancing	100 persons
Balcony	Seated	25 persons

Russell Room	Seated at tables	45 persons
Annexe	Closely seated	100 persons
	Seated at tables	60 persons
Lobby	Seated at tables	10 persons

***These limits must not be exceeded on any occasion***

### **Seating Arrangements**

When the Main Hall is used for a function where the only seats in the Hall are a single row around the wall, the Hirer must ensure that not more than 150 persons remain in the Hall at any one time. When the Main Hall is used for a function which entails persons being seated in rows across the Hall, one behind the other, the Hirer must ensure that:

- a. No persons are standing at the sides of the Hall or in the gangways.
- b. The seats are arranged in rows with at least 12 inches between the back of one row of seats and the front of the next.
- c. A gangway of at least three feet six inches wide is to be provided at each side of the Hall and a similar gangway is to be provided between the front of the foremost seats and the stage.
- d. A space of at least eight feet is to be provided from the front of the bar to the rear of the back row. e. A central gangway should be provided.
- f. The seating and tables are to be arranged and placed in position by the Hirer then cleaned and replaced in the same way as provided after the function by the Hirer.
- g. The Hirer must observe any other instructions as to seating arrangements as laid down by the Management Committee.
- h. Ensure that all exits are unobstructed at all times. **Fire**

On the day the Hirer is responsible for checking the following before commencement of the event:

- That all escape exits are unlocked and in good working order
- That all escape routes are free of obstruction for the duration of the event
- That any fire doors are not wedged open
- That the exit signs are illuminated
- That they are not using any obvious fire hazards

***In event of fire, immediately raise the alarm, vacate the premises and contact the emergency services.***

**Please note the following information:**

- a. The Main Hall has four exits for use in an emergency situation, such as fire. The Hirer will be shown each of these on arrival for their function. If you discover a fire, raise the alarm at once by breaking the glass of the nearest Fire Alarm Operating Point.
- b. On hearing the alarm, leave the building at once, quickly and calmly by the nearest available route. Escape routes are indicated by green signs. **Do not** stop to collect personal belongings.
- c. If you suspect that there is a fire on the other side of a door, **do not** open it.
- d. When clear of the building, please proceed to the assembly area (either the front of the car park at the Braeside Road end, or on the basketball court, past the tennis courts).
- e. **Do not** re-enter the building until you are told that it is safe to do so.
- f. The nearest payphone is located in the Lobby, between the Main Hall and the Annexe.
- g. A fire officer should be appointed for each organisation, to carry out area checks, e.g. toilets, etc, in order to ensure that everyone has vacated the building.
- h. ***Please ensure that access and yellow restricted areas in the car park are kept clear for emergency vehicles.***

### **Food preparation**

The Hirer shall observe all relevant food health and safety legislation and regulations if preparing, serving or selling food. Copies of advisory posters are displayed in both kitchens. **Smoking**

Smoking is not permitted anywhere in the building. Contravention of this rule is a criminal offence.

Cigarette disposal bins are situated outside each entrance door.

### **First aid kit**

There is no first aid kit available for public use at the village hall. You should also provide your own first aid kit containing blue plasters, as per basic food hygiene requirements if you are catering on the premises. Any accidents should be noted in the Accidents Book in the Main kitchen on top of the painted wooden cabinet.

**Please sign the Booking Application Form to indicate your acceptance of all these conditions of hiring. It is important that you take this Conditions of Hire document with you to the Village Hall on the day of your event.**

## Risk assessment

**Whatever you or your group does, from organising a party to running a regular group meeting in our village hall, you have a responsibility to do what you can to make sure people don't get hurt. Doing a risk assessment can help with this.**

A risk assessment lists the different hazards that people might encounter whilst taking part in activities run by you or your group, including the use of equipment provided by yourselves or as part of your hire. Your risk assessment will be useful for you if:

- everyone running activities for your group is aware of it and does what it says;
- you keep it up to date; and
- it is realistic (you actually intend to do the things that you write down).

Conducting a risk assessment for your group can seem like a big job, and it's something people often find worrying. However, it doesn't need to be complicated or difficult.

### Common sense risk assessing

People assess risk, and take action to minimise risk, all the time, every day, in all sorts of situations. A lot of the time you don't even notice you're doing it. Every time you cross the road, you assess the risk of being hit by a car, and make a decision about when and where to cross, based on minimising this risk. If you are taking care of children, you constantly assess the risk that they might injure themselves, and make decisions about what they are and are not allowed to do based on this. Even just getting dressed in the morning, you assess the risk of getting very hot or very cold that day, and decide what to wear based on your assessment.

### Formal risk assessing

When you conduct a more formal risk assessment, you will think about the ways that harm could occur during your activities, and what you will do to reduce the risk of this happening. You will write down your thoughts and your decisions. Most of the time, these will be the same decisions you would have made anyway, through common sense. However, you may also find that when you sit down to think about it, you identify possible hazards that might not have occurred to you.

You need to think through each element of your activity/equipment/venue. Think about what could go wrong, and what you are going to do to avoid this. Then write down your decisions, and the reasons you have made them. Make sure you include things that you have already planned to do (e.g. if you are already planning to use soft mats in front of the bouncy castle, you should still include this in the risk assessment).

### Example 1 – children's party – things to consider (this is not an exhaustive list)

Using a simple grid is a good way of setting out the problems and potential actions:

Risk assessment for: Birthday party for 5 year old and friends

Conducted by: Jane

Date: 10 June 20

Hazard	What could happen?	Who could be hurt?	Action to minimise risk
Children wander off	Get hurt, lost, abducted	Children, adults	Have doors manned by a steward at all times, especially those to outdoors or kitchens if in use
Equipment (toilets, chairs, tables etc)	Injury or damage	Children, adults	Ensure there are enough adults to supervise children
	Trip hazards	Children, adults	Check and take remedial action where possible, eg tape down cables
Outside entertainers	Injury	Children, adults	Ask for their risk assessment
	Choke hazards	Children	e.g. small child swallowing a deflated balloon, small toy etc. So ensure not given to children under three

**Risk assessment is about achieving a balance between a reasonable level of risk, and being able to get on with organising your activities.** Remember, no activity is completely free from risk, and doing a risk assessment is not about making your activities risk free. Instead of trying to make your activities risk free, think about measures you can put in place to reduce risk. In particular, if you think something is particularly dangerous, and you are worried that someone will get hurt, think about what you can change to make it less dangerous.

## Example 2 – Starting a ‘Knit and Natter’ group (this is not an exhaustive list)

Risk assessment for: Knit & Natter – weekly every Tuesday afternoon

Conducted by: Jane

Date: 10 June 20 to be reappraised every three months

Hazard	What could happen?	Who could be hurt?	Action to minimise risk
Setting up and putting away tables and chairs	Injury	Adults	Ensure two people erect tables and chairs, seek caretaker advice if required. If children are present ensure kept away whilst setting up
Equipment bought in by members (e.g. irons, ironing boards etc). Remember electrical equipment must be PAT Tested	Injury or damage	Children, adults	Ensure there are enough adults to supervise children and first aiders are equipped to cope with burns
	Trip hazards	Children, adults	Check and take remedial action where possible, eg tape down cables
Member’s children attending?	Injury	Children, adults	Ensure member supervises child/children
	Choke hazards	Children	

Writing your decisions down can feel unnecessary, especially when they are things you would have done anyway. However, there are a number of reasons why it can be useful to put your decisions into a written risk assessment.

- Writing a risk assessment helps you to think things through. Taking the time to sit down and write a risk assessment makes you focus on thinking about what the hazards are, and whether there is anything you could do to decrease their likelihood or severity. It gives you a structure in which to think this through, instead of relying on things just occurring to you. This helps ensure you’ve thought of the likely hazards, and can also help to give you peace of mind.
- Having a written risk assessment helps your group to take joint responsibility for risk. Doing a risk assessment provides an opportunity to discuss hazards and make joint decisions about them. You can then take shared responsibility for these decisions.
- Having a written risk assessment saves you from having to make the same decisions again and again. If a new volunteer takes over running something for your group, having a written risk assessment already in place will mean that they don’t have to spend lots of time (and trial and error) learning what the hazards are and how to avoid them. You have already done this work, and they can use your risk assessment to make use of your knowledge and experience.
- Funders often want you to do a risk assessment. If you apply for grant funding, your funder may want to see a copy of a risk assessment.
- It may be difficult to make an insurance claim without a risk assessment. If you have public liability or employer’s liability insurance, and want to make a claim because there has been an accident, you will probably need to prove that you did everything you could reasonably have done to avoid the accident. Having a written risk assessment can help to provide this evidence. This will only work if you stick to the decisions written in your risk assessment though! There’s no point having a risk assessment that says you will tape down cables if you actually never do this.