

NORTH STIFFORD VILLAGE HALL

Standard Terms & Conditions of Hire

1. These Standard Terms & Conditions of Hire (STC) are integral to the Hiring Agreement, which a person intending to hire North Stifford Village Hall (NSVH) must complete before the hiring can be confirmed.
2. A Hirer is a person who has completed a Hiring Agreement and had their booking confirmed by, NSVH.
- 2.1. 'The Hall', or 'the premises', includes all parts of North Stifford Village Hall and its curtilage.
3. These STCs must also be read in conjunction with NSVH's:
 - Risk Assessments on Health & Safety & Fire Safety; and
 - Handbook for people Hiring the Hall.

Copies of these documents are available on the Village Hall website <https://northstiffordvillagehall.co.uk/> or as paper copies on request.

If, as the Hirer, you are in any doubt as to the meaning of these STCs or the content of any of the above documents, you must seek clarification from the NSVH Bookings Secretary before proceeding.

4. All of the STCs apply unless specifically excluded in writing in your Hiring Agreement.
- 4.1. Signing or signifying agreement to the terms of the Hiring Agreement certifies that you are aware of these STCs, will abide by them and will ensure that those who use the Village Hall in conjunction with your booking act in accordance with them. NSVH will assume that anyone signing on behalf of an organisation is duly authorised to do so.
- 4.2. In the event of anyone engaged in the organisation, management or supervision of an event at the Village Hall without signing or specifically agreeing to the Hiring Agreement, it will be deemed that they are aware of these STCs, will abide by them and will ensure that those who use the Hall in conjunction with their booking act in accordance with them.
- 5. Cancellation:**
- 5.1. The Hiring Agreement may be cancelled/terminated by either Party, in certain circumstances:
 - (i) Additional to clause 2.3 on the Hiring Agreement, which advises commercial hirers that NSVH reserves the right to terminate their hiring if it was found that, in accordance with its governing charitable trust, the Hall was required on the same date/time for the fulfilment of its charitable purposes, NSVH also reserves the right to cancel the Hiring Agreement 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) our 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 the hiring;
- c) the premises becoming unfit for your intended use;
- 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;
- e) your non-payment of the full balance of NSVH's hiring invoice at least 6 weeks before the day of hire or full payment at the time of the booking for bookings made within 6 weeks; or
- f) any hirer failing to produce, when requested and as required in clause 5 of the Hiring Agreement, proof of their third party insurance cover.

If a cancellation is made by NSVH, we will make every effort to inform you promptly, with written notice where time allows, and in any such case you will be entitled to a refund of any hire fee already paid; we will not be liable to you for any direct or indirect loss or damages whatsoever resulting from that cancellation.

- (ii) You may cancel the Hiring Agreement at any time before the hiring event. In such circumstance, NSVH will refund any hiring fee already paid (minus the £50 non-refundable deposit) but reserves the right to claim from you any unpaid expenses, previously agreed in writing with you, that NSVH may have incurred in preparation for the hiring.

If a Hiring Agreement is cancelled by you, NSVH expects prompt notice to be given in order that the Hall may be made available for other uses.

6. Hiring periods:

- 6.1. The Hall, and/or its curtilage, may be hired by the hour or for a full day.
- 6.2. Bookings relate only to the days and times of hire.
- 6.3. Hire periods must be long enough to allow for any setting up and putting away/dismantling of furniture/equipment, etc. If more time is required you should extend the hire period.

7. Heating:

- 7.1. The heating system in the main hall is set to maintain an appropriate temperature for the activity. If you require a specially increased temperature for your event you must advise NSVH at the time of booking and we will try to accommodate your requirement.
- 7.2. You must not interfere with the heating control for the main hall.
- 7.3. The heaters in the toilets and entrance will be switched on by a member of the Village Hall Committee if and when appropriate.

- 7.4. You must ensure that no unauthorised heating or cooling appliances are used on the premises without NSVH's consent. You must not use portable heating appliances that use liquefied petroleum gas (LPG).

8. End of hire:

- 8.1. You are responsible for leaving the premises and its surrounding area in a clean and tidy condition; all utensils and equipment must be put away; lights, taps and any equipment used must be turned off; any items temporarily removed from their usual positions must be properly replaced; the curtains must be left open for security reasons and the building must be fully locked and secured, unless directed otherwise. If you fail to leave the premises in a clean and tidy condition extra cleaning charges will be deducted from your deposit of £20 per hour.
- 8.2. All rubbish and recyclable materials must be removed from the premises by you unless you have agreed and paid the fee of £18 for rubbish disposal.
- 8.3. You must await the arrival of the caretaker or in the case of regular hirers return the keys to the key safe at the end of the hire period.
- 8.4. Music must be stopped no later than 11pm Fridays and Saturdays / 10pm Monday to Thursday and Sundays. You are responsible for ensuring that everyone has left the Hall, with all areas left in a clean and tidy condition by 11.30 pm Friday and Saturdays / 10.00 pm Monday to Thursday and Sundays.
- 8.5. No cars must remain in the car park once the contracted hire time has ended.
- 8.6. If you fail to vacate the hall by the agreed hire time a charge of up to £50 per every 30 minutes will be deducted from the security deposit.

9. Supervision:

- 9.1. You, or if an organisation its authorised representative, not being a person under 21 years of age, accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all these STCs, relating to management and supervision of the premises, are met.
- 9.2. During the period of the hiring, you are responsible for:
- (i) supervision of the premises, the fabric and the contents;
 - (ii) care of the premises and its safety from damage, however slight, or change of any sort; and
 - (iii) the behaviour of all persons using the premises, whatever their capacity, including proper supervision of car parking arrangements to prevent obstruction of the highway.
- 9.3. Hirers are liable on a public liability bases for any loss, damage, theft or injury caused as a result of their hire, or using any third parties or equipment they introduce. No responsibility will be carried by North Stifford Village Hall Management Committee. The hirer is responsible for ensuring that any third party they employ at their event is appropriately insured and compliant with current regulations and the hall terms and conditions of hire.

10. Use of premises:

- 10.1. You must not use the premises (including the car park or grounds) for any purpose other than that described in the Hiring Agreement and must 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 on to the premises anything which might endanger the premises or render invalid any insurance policies covering the premises.

11. Betting, Gaming and lotteries:

- 11.1. You must ensure that nothing is done on, or in relation to, the premises in contravention of the law relating to betting, gaming and lotteries.

12. Licences:

- 12.1. NSVH has a Music Licence issued by PPL PRS Ltd for the performance of copyright music and our completed Hiring Agreement will confer on you our permission for a performance of live music, the playing of recorded music, or an exhibition of a film, but only in accordance with the Deregulation Act 2015.

[see: <https://www.legislation.gov.uk/ukpga/2015/20/section/76>]:

- (i) You must restrict children from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. You must ensure that they have the appropriate copyright licences for film;
- (ii) **We do not have a Premises Licence for the sale of alcohol.** The selling of alcohol is strictly prohibited.

If you fail to comply with (i) and (ii) above, we will cancel the hiring without compensation.

13. Safeguarding children, young people and adults at risk:

- 13.1. You must ensure that any activities for children and any adult(s), who might be described as, 'at risk from abuse or neglect', are only provided by fit and proper persons in accordance with the Children Act 1989 and 2004, the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, you must provide us with a copy of your Safeguarding Policy and evidence that you are registered with and have carried out relevant checks through the Disclosure and Barring Service (DBS). All reasonable steps must be taken to prevent harm, and to respond appropriately when harm does occur. Relevant concerns must be reported.

- 13.2. Children are not permitted in the kitchen and must be supervised by an adult when using the toilets.

14. Public safety compliance:

- 14.1. You must comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and our Fire Safety Risk Assessment, particularly in connection with any event which constitutes regulated entertainment, or which is attended by children.

- 14.2. You must call the Fire Service to any outbreak of fire, however slight, and give details to our Hall Bookings Secretary.

- 14.3. In advance of any activity, whether regulated entertainment or not, you must check that:
- (i) all fire exits are unlocked and panic bolts are in good working order;

- (ii) all escape routes are free of obstruction and can be safely used for instant free public exit;
- (iii) there are no fire hazards on the premises; and
- (iv) the automatic electrical mains failure switching device, which operates the emergency lighting supply and illuminates all exit route signs, is working correctly.

14.4. By signing the Hiring Agreement, you acknowledge that you have received guidance in the following matters:

- (i) the action to be taken in the event of fire. This includes calling the Fire Brigade and evacuating the hall;
- (ii) the location and use of fire-fighting equipment;
- (iii) escape routes and the need to keep them clear;
- (iv) the method of operation of escape door fastenings; and
- (v) the First Aid box, is located in the Main Hall beside the kitchen serving hatch. Our Bookings Secretary must be notified if any items from the First Aid box are used.

(Guidance regarding items (i) to (iv), above, is included and the end of these STCs).

15. Noise:

15.1. You must ensure that minimum noise is made on your arrival and departure, and that of your attendees, particularly late at night and early in the morning. If using sound amplification equipment, you must comply with any licensing condition for the premises.

16. Behaviour:

16.1. You must ensure that in order to avoid disturbing the Hall's neighbours and violent or criminal behaviour:

- (i) no one attending the event consumes excessive amounts of alcohol; and
- (ii) no illegal drugs are brought onto the premises or used within its curtilage.

16.2. Drunk and disorderly behaviour is not permitted either on the premises or in its immediate vicinity. NSVH will ask any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way to leave the premises in accordance with the Licensing Act 2003 or other relevant legislation.

17. Food, health and hygiene:

17.1. If preparing, serving or selling food, you must observe all relevant food health and hygiene legislation and regulations. In particular, dairy products, vegetables and meat must be refrigerated and stored in compliance with the Food Temperature Regulations. Thermostats are provided for the refrigerator and the freezer.

18. Electrical appliance safety:

18.1. You must ensure that any electrical appliance brought by you to the premises and used there is safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Hirers must not bring any such appliance for use in the Hall if it/they do not hold, and are formally marked with current PAT labelling.

18.2. All of the Hall's portable electric appliances are inspected annually and are included on a PAT certificate.

19. Stored equipment:

- 19.1. By separate written agreement, regular hirers may be allowed to store items of their equipment at NSVH for use at a later event.
- 19.2. NSVH accepts no responsibility for any stored equipment or other property brought on to or left at the premises by you, and all liability for loss or damage in regard to it is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or we will charge fees each day or part of a day at the hire fee per hiring until the same is removed.
- 19.3. NSVH may, at our discretion, dispose of any items referred to above by sale or otherwise on such terms and conditions as we think fit, and charge you any costs we incur in storing and selling or otherwise disposing of the same, in any of the following circumstances:
 - (i) your failure either to pay any charges in respect of stored equipment due and payable or to remove the same within seven days after any agreed storage period has ended; or
 - (ii) your failure to dispose of any property brought on to the premises for the purposes of the hiring.

20. Smoking:

- 20.1. You must comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. We will ask anyone who breaches this provision to leave the premises. You must ensure that anyone wishing to smoke (including e-cigarettes) does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner so as not to cause a fire.

21. Accidents and dangerous occurrences:

- 21.1. You must report to us as soon as possible any failure of our equipment or equipment brought in by you. You must report to NSVH all accidents involving injury to the public as soon as possible and complete the relevant section in our Accident Book (located in the Kitchen). In accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR), you must report certain types of serious accident or injury on a special form to the Health & Safety Executive's Incident Contact Centre. We will give assistance in completing this form where necessary and can provide contact details of the Incident Contact Centre.

22. Explosives and flammable substances:

- 22.1. You must ensure that:
 - (i) Highly flammable substances are not brought into, or used in any part of the Hall or within its curtilage; and
 - (ii) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool. etc) are erected without our consent.
 - (iii) Candles are not permitted inside the premises.
 - (iv) Fireworks are not permitted inside or outside the premises

23. Animals:

- 23.1. You must ensure that Guide dogs and other assistance dogs are allowed on the premises with their owners.

24. Sale of goods:

- 24.1. If you, or any of your attendees, is selling goods on the premises, they must comply with Fair Trading legislation and any code of practice used in connection with such sales. In particular, you must ensure that the total prices of all goods and services are prominently displayed, as must be the organiser's name and address, and that any discounts offered are based only on manufacturers' Recommended Retail Prices.

26. Alterations:

- 26.1. You must not make any alterations or additions to the premises nor install or attach any fixtures or placards, decorations or other articles in any way to any part of the premises without our prior written approval. At our discretion, any alteration, fixture or fitting or attachment which we have approved may remain in the premises at the end of the hiring. Such items will become our property unless you remove them and you must make good to our satisfaction any damage caused to the premises by such removal.

27 Other Conditions

- 27.1 Bouncy Castles are not permitted.
- 27.2 Paint (wet or dry powder) is not allow inside the hall or on any part of the premises.
- 27.3 No BBQs are permitted inside the hall or outside. This includes all methods of cooking with a naked flame.
- 27.4 No confetti outside the hall is allowed. If it is used within the hall, please ensure it is cleared away otherwise extra cleaning charge may be incurred.
- 27.5 No furniture, fittings or equipment is to be removed or taken outside of the hall.
- 27.6 The field is used for adult cricket matches from April to September. If using the outside area, please be aware there is the danger of being hit by a cricket ball.
- 27.7 Rights of entry to the hall is reserved at all times for Noth Stifford Village Hall Committee Members and/or Police and/or the emergency services?

27. Regular Hirers:

- 27.1. Those deemed by NSVH to be 'regular hirers', can enter into a Hiring Agreement that remains effective for 12 months from the date of signing rather than having to make separate agreements for each event. At the end of that period, application can be made to extend the

Agreement by the simple expedient of an exchange of emails and providing any revised documentation that is required.

- 27.2. Invoices for 'regular hirers' will be issued on a monthly basis, or as agreed with our Treasurer.
- 27.3. If one or more of the 'regular hirer's' events is cancelled our Bookings Secretary must be informed 6 weeks in advance so provision for the difference will be made in the next invoicing period. If 6 weeks' notice of cancellation of a hire period is not provided, the hire period must be paid for even in the event the hall is not used.
- 27.4. Any hiring events that are additional to those identified in the Agreement must receive the prior approval of our Bookings Secretary.
- 27.5. 'Regular hirers' are permitted to use the key safe to open and lock up the hall after their hire period. You must ensure that all doors are locked at the end of the hire period and the key returned to the safe. You are not permitted to access the hall other than during

your hire period. Failure to comply with this will mean that the caretaker will have to open and close and a fee of £10 will be charged for each hire period.

27.6 `Regular hirers' are allowed 15 minutes before and after their hire period to allow for setting up and clearing the hall after the hire period. Any time beyond that must be included within the hire period.

28. Rights:

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

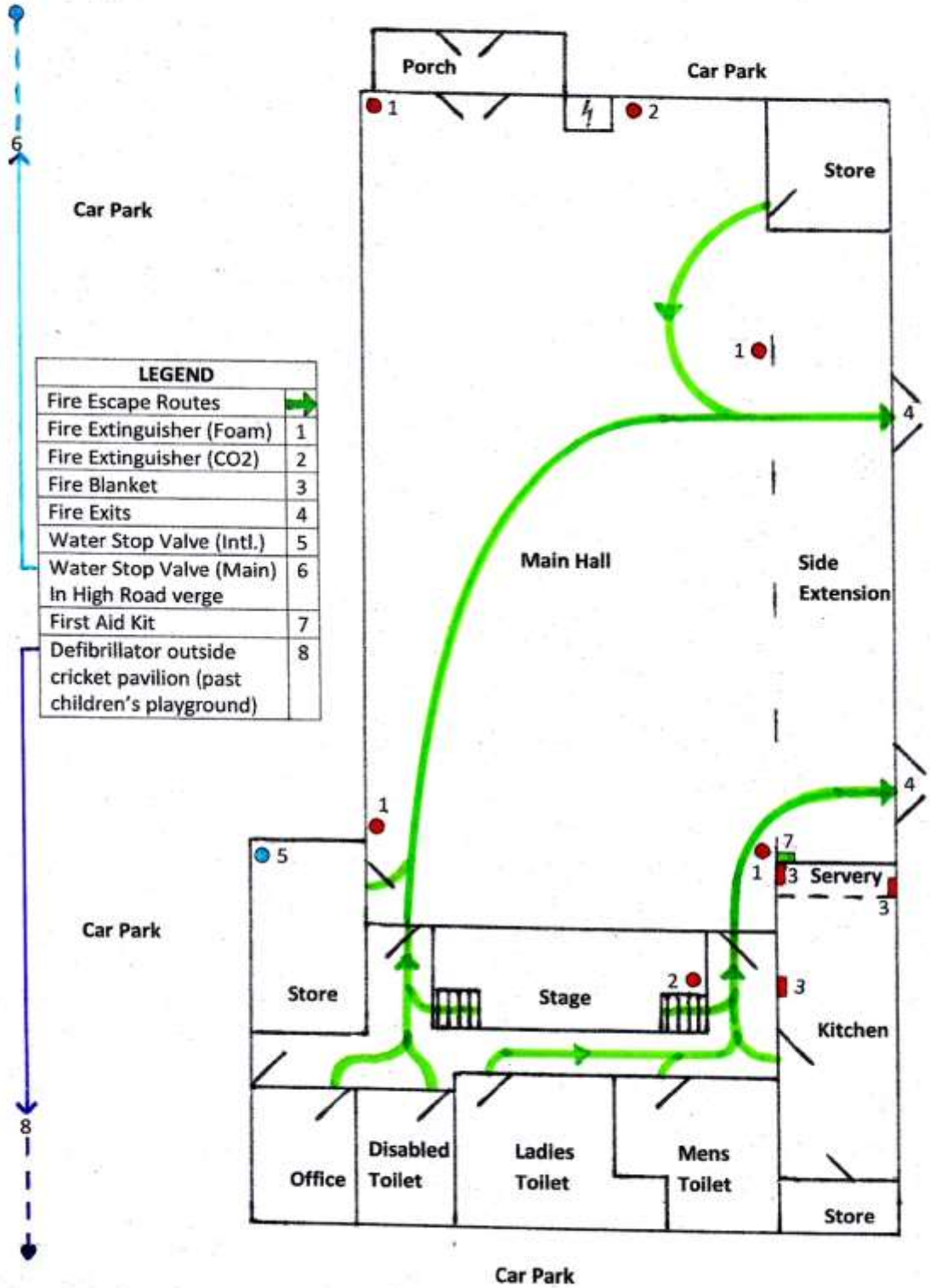
NORTH STIFFORD VILLAGE HALL

Contacts for the Village Hall are:

Bookings Secretary: northstifford.villagehall@outlook.com

FIRE ESCAPE ROUTES, FIRE EXTINGUISHERS, STOP TAPS AND FIRST AID KIT

NORTH STIFFORD VILLAGE HALL



NSVH extinguisher types (FOAM & CO2) and the class of fires on which they can be used:

Type	CLASS A Combustible materials (e.g. paper & wood)	CLASS B Flammable liquids (e.g. paint & petrol)	CLASS C Flammable gases (e.g. butane and methane)	CLASS D Flammable metals (e.g. lithium & potassium)	Electrical Electrical equipment (e.g. computers & generators)	CLASS F Deep fat fryers (e.g. chip pans)	Comments
Foam	✓	✓	✗	✗	✗	✗	Not suited to domestic use
CO2	✗	✓	✗	✗	✓	✗	Safe on both high and low voltage

CO2 EXTINGUISHERS MUST NEVER BE USED ON HOT FAT FIRES



ACTION IN THE EVENT OF FIRE

The preservation of life is paramount. By remaining calm and following these basic actions, as far as possible, you should ensure the safety of yourself and all others in the Hall.

Several of the following actions can be conducted in parallel:

1. **Quickly assess the situation:**
Remain calm and do not attempt to fight a fire if you do not feel competent to do so.
If it is any form of electrical fire, **DO NOT USE ANY OF THE FOAM EXTINGUISHERS. IT IS ONLY THE CO2 (Carbon Dioxide) EXTINGUISHER THAT MUST BE USED ON THIS TYPE OF FIRE.**
2. **Alert:**
If other people are in the building, **THE FIRST PERSON TO NOTICE THE FIRE SHOULD CALL, 'FIRE'** as loud as possible and for long enough to be sure that all persons in the building have heard it.
3. **Call:**
CALL THE FIRE & RESCUE SERVICE (FRS) using 999 or 112 on a mobile phone, giving
Location: **North Stifford Village Hall, High Road, North Stifford, Essex RM16 5UG**
What3Words: **jokes.assume.parent** (the entrance to North Stifford Village Hall)
OS Grid Reference: **TQ600801**

Do not assume someone else has made the call.

If possible and safe to do so, a nominated person should stay at the roadside and wait to liaise with the FRS.

4. **Evacuate:**
The fire exit from the Main Hall is operated by a Panic Emergency Exit Push Bar.
USHER PEOPLE OUT OF THE BUILDING, using both of the designated escape routes **to assemble outside on the Village Green 100m along the road.** If possible, two responsible persons should be designated as Fire Wardens; one to ensure that all rooms have been fully evacuated and the second to ensure that all attendees have gathered at the Fire Assembly Point. This may prove difficult if the total number of attendees is not known at the outset of the hiring.

DO NOT STOP TO COLLECT ANY PERSONAL BELONGINGS.

If safe to do so, and taking care with potentially hot surfaces, the last person out should try to close all doors and windows behind them to prevent the fire and smoke spreading through the building and also to reduce the level of oxygen available to feed the fire in any room.

UNDER NO CIRCUMSTANCES SHOULD YOU RE-ENTER THE BUILDING UNTIL THE FRS HAVE TOLD YOU THAT IT IS SAFE TO DO SO.