



UGBOROUGH VILLAGE HALL

Chair	Secretary	Bookings Secretary	Treasurer
Mrs Caroline Martin	Stafford Williams	Mrs Philomena Jones	Mrs K Brampton
14 Seldons Close	3, The Square	Chickpea Cottage	Hill House
Ugborough	Ugborough	Ugborough	Ugborough
Ivybridge	Ivybridge	Ivybridge	Ivybridge
PL21 0NF	PL21 0NT	PL21 0NG	PL21 0NJ

STANDARD CONDITIONS OF HIRE APPLICABLE TO ALL UGBOROUGH VILLAGE HALL BOOKINGS.

1. The date and times of hiring of the Hall specified on the Booking Form as well as the conditions set out herewith must be strictly adhered to by the Hirer.
2. Keys of the Hall will be supplied to the Hirer, to be returned to the Village Hall Committee by the 'end time' of the hiring period specified on the booking form. The Hirer is responsible for the keys during the period of hiring. Should the keys be lost, the Hirer is responsible for the cost of replacing the keys or replacing the locks with the required number of keys, at the discretion of the Committee.
3. The Hirer will, during the period of Hiring, be responsible for supervision of the premises, the fabric, and the contents, their care, safety from damage, however slight, or change of any sort and the behaviour of all persons using the premises, whatever their capacity, including proper supervision of car parking arrangements, so as to avoid obstruction of the highway, trespass, or inconvenience to neighbours.
4. The Hirer shall ensure that any electrical appliances brought in by the Hirer to the premises shall be safe and in good working order, and used in a safe manner.
5. The Hirer shall indemnify the Committee for the cost of repair of any damage done to any part of the property including the curtilage thereof or the contents of the building, which may occur during the period of the hiring as a result of the hiring. **Note: It is for reason of previous damage and nuisance that the Committee normally refuse bookings for parties held by 16-18 year olds, but specific applications will be considered if sufficient mitigation can be proved.**
6. At the end of the Hiring, the Hirer shall be responsible for leaving the premises and the surrounds in a clean and tidy condition, properly secured, (unless directed otherwise), and any contents temporarily removed from their usual positions properly replaced, otherwise the Committee shall be at liberty to make an additional charge. Particular care should be exercised to correctly close emergency exits. If, in the opinion of the responsible person authorised by the Committee, the Hall is not left in a satisfactory state the Hirer is responsible for any charge occasioned by the Committee in bringing the Hall back to its proper state. Wherever practical the responsible person is to consult with the Hirer prior to any work actually being carried out to give the Hirer the opportunity of carrying out the work him/herself to the Committee's satisfaction.
7. Any item brought into or onto the Hall premises by the Hirer is at their own risk for insurance purposes (and will not be covered by village hall insurance) and is to be removed by the 'end time' of the Hiring period specified.
8. The Hire charges for the premises will include the cost of electricity. The Hall is equipped with gas-fired central heating, the cost of which is also included in the hiring charge. The Hirer should be responsible for obtaining any licences which may be necessary for their proposed usage of the hall and for the observance of the same and of all other regulations appertaining to the premises stipulated by the fire Authority, the Local Authority, the Local Magistrates Court, PPL/PRS or otherwise. No intoxicating liquors are to be bought, sold, or consumed on the premises without the granting of the necessary licenses and informing the Committee (through the hire agreement), whose consent must be obtained prior to seeking any occasional licence or permission for the sale of alcohol.
9. Notwithstanding the foregoing the Committee hold Phonographic Performance (Entertainments)/Performing Rights Society licence. It is however the Hirers responsibilities to check these apply to the hiring in question or if special/alternative approval is required. (Information on licences held is available from the booking secretary and copies of same are also exhibited in the Hall). Hirers must be aware that it

is their responsibility to obtain an alcohol consumption, or Phonographic Performance Ltd¹ license and hold food preparation hygiene certificates as required. No customers will be permitted to take open containers of alcoholic or soft drinks from the premises and a proof of age policy to the satisfaction of the police, Weights & Measures and the Licensing Authority must be in place.

10. The Hirer is responsible for compliance with the terms of the committee's licences or special licences obtained. Note is particularly to be made in regard to the numbers specified in the licences ie. **130 seated, 200 standing and a limit of 90 where people are sat at tables. Details of the most recent risk assessment are posted in each room for guidance and warning posters must be complied with.**

11. The Hirer shall not sublet nor use the premises for any unlawful purposes, nor in any unlawful way do anything, nor bring on to the premises anything which may endanger the same, or any insurance policies in respect thereof.

12. The responsible person authorised by the Committee has the right to enter in/on/about the premises during the period of hiring specified in order to ascertain that the conditions of hiring are being adhered to.

13. In any hiring of the premises for the purposes of a sale/dance/show etc. where the general public will be admitted for a fee, such sale of tickets by the Hirer must be on the basis that 'Right of Admission is reserved'.

14. If the Hirer wishes to cancel the booking before the date of the event and the Committee is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Committee.

15. The Committee reserves the right to cancel this hiring in the event of the Hall being required for use as a Polling Station for a Parliamentary or Local Government election or bye-election or by police as an emergency incident room, in which case the Hirer shall be entitled to a refund of any deposit/rent already paid.

16. In the event of the Hall or any part thereof being rendered unfit for the use for which it has been hired; the Committee shall not be liable to the Hirer for any resulting loss or damage whatsoever.

17. Where any Special Condition noted on the Booking Form is in contradiction to any of the above conditions the Special Condition shall take preference.

18. The Committee reserve the right to cancel this hiring or alter any of the conditions/particulars of it at their absolute discretion. In the case of cancellation the Hirer is entitled to a full refund of only any deposit/rent already paid. In the case of alteration the Hirer is to be informed of the proposed alteration and have the opportunity of accepting the revision or cancelling the booking to receive a full refund only.

19. Smoking policy: No smoking is allowed inside the building. Where smoking takes place externally, the Hirer is responsible for clearing cigarette butts from the path or road.

20. Animal policy: No animals, other than guide dogs for the visually impaired, are allowed on the premises at any time except with special permission, obtained in writing from the Committee.

21. Noise: Hirers and organisers of events in the Village Hall are responsible for ensuring that the noise level of their function(s) is such that it does not cause interference with other activities within the building or inconvenience occupiers of nearby premises. The Hirer is responsible for noise created by patrons and staff entering and leaving the premises and in its vicinity. Noise or vibration will not emanate from the premises such as to cause persons in the neighbourhood to be unreasonably disturbed. Patrons will be asked not to stand around talking in the street outside the premises or any car park; and asked to leave the vicinity quickly and quietly. The volume of amplified sound used in connection with the entertainment shall at all times be under the control of the management and the patrons/audience will not be exposed to an event Leq 107dB(A) and the peak sound pressure level should not exceed 140 dB.

22. Stewarding: Hirers must ensure that sufficient attendants provide stewardship for those at an event. The minimum is 1 attendant per any number up to 50 and 2 for 51 or more patrons. Where most of those present are under the age of 16, the number of stewards shall not be less than 1 per 25. All staff or stewards must have received suitable training as to what to do in an emergency and in general safety precautions. Attendants shall not be engaged in any duties that would hinder the prompt discharge of their duties in the event of an emergency or entail their absence from the place where they are on duty. Any attendant shall be readily identifiable to the audience (but this need not entail the wearing of a uniform). Where applicable, an appropriate method for checking the number of people entering and leaving the

¹ Phonographic Performance Ltd issue licenses and collect royalties under copyright law. Exemptions apply to most charities and domestic events (such as weddings or birthday parties) and PPL can issue waivers for fundraising events. Information can be obtained from PPL at 1, Upper James St, London W1R 3HG, Tel: 0207 534 1000 (fax 1111).

premises is required, ensuring that steps are taken so that, once the maximum occupancy is reached, no further persons are admitted. When disabled people are present, adequate arrangements must exist to enable their safe evacuation in the event of an emergency.

23. Duty of Care: The Hirer is responsible for checking that the premises are fit for the purpose intended prior to opening and to ensure there are no risks to patrons and that all safety precautions are in place. Where the Hirer is unfamiliar with the premises they are to obtain a face-to-face briefing and tour of the Hall from the Committee in advance of the hiring. The fire safety checklist at Appendix 1 to Annex C is particularly relevant to note. Special effects such as strobe lighting, smoke, foam, lasers, pyrotechnics, dry ice or bubbles must not be used unless full safety controls are put in place and prior to consideration of guidance and/or following consultation with the Environmental Health Department. Smoke alarms are not to be disabled.

24. The Hall insurance schedules are available for inspection through the Secretary. Inclusions are buildings, contents, meters, libel, glass/sanitary ware, public and employee liability and personal accident.

25. Crockery, cutlery, chairs, tables etc may not be removed from the Hall without express permission from the Committee. The exceptions are Fair equipment and the melamine crockery purchased for external use, but these need to be checked in and out by a committee member. A Hearing Loop is provided in the main hall and the microphone can be requested from the Bookings Secretary.

Data Protection Policy

This Policy sets out our data protection responsibilities and highlights the obligations of our committee, volunteers, members, and any other contractor or legal or natural individual or organisation acting for or on behalf of the Hall Trustees.

The Hall Committee uses personal data from committee members for use on Hall business, but does not share this with third parties without permission. Data is held by the Secretary and Treasurer, including names, email addresses, telephone numbers and in some cases home addresses. Other data held may include BACS information for payments and information passed to the committee from organisations that correspond with the committee, such as councils, insurers, internet provider, voluntary organisations and hirers. All data is held securely and deleted when no longer used on Hall business. Anyone who has data held for use by the Hall Committee is entitled to review and update that data at any time. Anyone holding data is to:

- Ensure paper forms are stored in known and safe locations.
- Ensure any laptops holding data are encrypted.
- Ensure any spreadsheets are password protected.
- Report data breaches to the Secretary.
- Ensure BCC function on email is used—never reveal addresses in group emails.

Any potential breaches must be reported to the Data Controller (Secretary) within 24 hours. The potential breach will be discussed with those whose data has been affected for onward reporting if necessary to the Data Commissioner within 72 hours.

Safeguarding Policy

The Hall has no direct responsibility over vulnerable persons requiring safeguarding action; however, the Committee understands that it is responsible for providing facilities used by groups that do. Where required these groups have their own Safeguarding policies and the Committee is available to consider implications of such policies at any time. Concerns should be addressed to the Secretary. The Hall Trustees do not require Safeguarding checks or training.

Annexes:

- A. HIRE AGREEMENT
 - B. STANDARD SPECIAL CONDITIONS OF HIRE APPLICABLE TO REGULAR BOOKINGS.
 - C. HIRING CONDITIONS SUMMARY - PUBLIC/PRIVATE EVENTS.
- Appendix 1: Fire Safety Checklist

ANNEX A HIRE AGREEMENT

THIS AGREEMENT is made on the Date (1) and between the Committee (2) and the Hirer (3) named below whereby in consideration of the sum(s) mentioned (9):-

A. **THE COMMITTEE** agree to permit the Hirer to use the premises (4) for the purpose of (5) and for the period(s) (7) all described below:-

1. Date of application:
2. Village Hall Management Committee:
 - (a) Ugborough Village Hall Committee: Bookings Secretary
3. Hirer:
 - (a) Organisation:
 - (b) Authorised Representative. (Must be over 18 yrs):

Name
Address

Telephone No.
4. Premises: (Delete as necessary)
 - (a) Main Hall/Kitchen.
 - (b) Committee Room.
 - (c) Other requirements - please state:
5. Purpose and details of Hire (Incl age of those attending, intention to seek bar license, activities anticipated):
6. Arrangements for Stewards, noise control and alcohol sales (see conditions of hire):
7. Period of Hiring:
 - (a) Date(s):
 - (b) Hours:
8. Hiring Fee (completed by Hall representative): (including minimum £100 returnable deposit required with booking).

B. **THE HIRER** agrees with the Committee to observe and perform the provisions and stipulations contained or referred to in the Committee's 'Standard Conditions for Hire' and 'Standard Special Conditions for Hire' in the case of a regular booking, for the time being in force as annexed hereto (an understanding of which the Hirer acknowledges) together with the Special Conditions set out in the Schedule below (if any).

Schedule of Special Conditions: (Continued overleaf if necessary, in which case this section to be initialled by both parties.

AS WITNESS the hands of the parties hereto:

Initialed by the person named at 2(a) on behalf of the Village Hall Management Committee above.

.....

Full Name of the person named at 3(b) on behalf of the Organisation named at 3(a).

.....

ANNEX B

STANDARD SPECIAL CONDITIONS OF HIRE APPLICABLE TO REGULAR BOOKINGS

1. No booking can be made to cover a session more than 12 months in advance.
2. The fee 'per session' specified above shall be valid for the whole period of the booking, except where the cost of an item provided by the Committee where it shall be permissible for them to pass such increase on to the hirer subject to one week's notice of same. The Hirer to have the opportunity of cancelling the remainder of the booking if such increase is not agreed to.
3. As occasion shall arise it shall be within the power of the Committee to cancel any session booked by the Hirer on the giving of 7 days minimum notice should the Committee decide it is in the best interest of the community that a booking from another person/organisation covering the period of any session specified should be taken.
4. All organisations making regular bookings shall provide one of its members to sit on the Village Hall Committee for a 12-month period from the AGM to be held on the 2nd Tuesday of the month of May.
5. Items permitted to be left on the premises at all times may be detailed on the back of the Agreement. Such listing must be of sufficient detail to clearly identify the items.
e.g. Playgroup: Various contents in locked store at rear of Main Hall.
 Badminton equipment in table store cupboard on a peg.
 History Group archives in filing cabinet in Committee Room Store.
 Toddler Group and Fair equipment in Committee Room Store.
 School and After-School Club equipment in hallway cupboard.
6. When bookings are made back-to-back the Committee requests that every effort is made to facilitate handover to mutual satisfaction. Allowing an incoming user early access should be permitted whenever possible, whilst incoming users must respect the needs of the previous hirer. Whilst the Hall Committee can resolve problems, the Hall is a community facility and should be used with the spirit of the community in mind.

BOOKING FORM PROCEDURE

Booking checked for conflict with On Line Booking Calendar at www.ugborough.com/village-hall

Every Booking Form (see Annex A) to be issued with 'Standard Conditions of Hire'.

When a booking is made a confirmation email/receipt will be provided by the Bookings Secretary and 'Standard Conditions of Hire' should be given to the hirer.

Booking Form must be completed before the required date as a final confirmation of the booking and before issue of keys.

Payment for hire and returnable deposits (if appropriate) is required before/when keys are collected from the Bookings Secretary. A receipt will be issued.

Regular Bookings:

Form to last until cancelled, but renewed annually through the Bookings Secretary in December of each year.

ANNEX C

HIRING CONDITIONS SUMMARY - PUBLIC/PRIVATE EVENTS

This summary does not replace the need to read the full conditions of hire but highlights some essentials. Important elements of health and safety advice are included here, but full risk assessments are posted in each room of the hall. Please take the time to be familiar with the hall and its environs. The Bookings Secretary is Mrs Philomena Jones on **07866 518333** if you need assistance, but please feel free to contact another committee member if required.

You are not covered by insurance if using the Hall outside of the hiring and/or licensed hours!

1. Ugborough Village Hall Committee/Licensee must have an agreed nominated person or persons to undertake the following duties, as a condition of hiring the premises.
2. The maximum number of persons allowed on the premises should not be exceeded. **130 seated, 200 standing and a limit of 90 where people are sat at tables.**
3. **Fire Precautions – see Appendix plus:**
 - Check the fire exit door is unlocked and easily opened.
 - Check the side fire exit path is clear to the road - Walk the route.
 - Locate the fire extinguishers.
 - Know the fire service can be called from the phone box in the square.

Note:

1. All parts of the premises should have sufficient lighting.
2. The RCD socket should be used for any electrical appliances in the hall.
3. The use of the premises must not cause disturbance to nearby residents and passers-by; amplified sound must be kept under control.
4. A nominated person shall be in attendance during the whole period that the premises are open to the public. Whenever more than 50 persons are present there must be 2 people in attendance to act as stewards when required. Where most of those present are under the age of 16, the number of stewards shall not be less than 1 per 25. Designated responsible persons should be allocated to help individuals attending who may have difficulty evacuating the building in an emergency.
5. No involvement in any way with hypnotism is allowed (Section 6 of the hypnotism Act 1952).
6. No stages without prior written consent from relevant Licensing authority.
7. No smoking is allowed in the hall. No explosive or highly flammable material, liquefied petroleum gas cylinders, naked flames, smoke machines, lasers or pyrotechnics.
8. The Entertainment license states that the premises opening hours are:

Monday to Friday 8am to Midnight

Saturday 8am to 11.45pm (11pm in the case of theatrical plays)

Sunday 8am to 10.30pm

Please also note.

The kitchen hot water is *very* hot and care must be exercised in use of the kitchen taps. The taps in the toilet also produce very hot water.

Never stack incompatible chairs and never stack compatible chairs more than **5** high. Please ensure items in storage cupboards are stored so as to pose no hazard to other users.

Do not use appliances if unsure of correct operation – seek assistance from the committee.

The kitchen is unsuitable for children due to hazards in that area. Particular care must be taken with heaters and cleaning chemicals.

If you need to increase the heating, adjust the radiator thermostats to a higher number.

A hearing loop is available in the main hall.

Before leaving the hall –

Registered Charity No. 301002

October 2019

Make sure it is in the same clean condition as you found it (including returning tables, etc to the storage places).

Put all rubbish in bags and place them **in** the bin outside. (Animals will spread rubbish in plastic bags)

Return radiator thermostats to position **1**.

Turn off lights, appliances including cooker and hand driers, ladies/unisex toilet light switch and external porch light.

Lock the **fire exit door** and **close the windows**.

Defects should be reported to the Booking Secretary or any Hall Committee member.

Appendix 1 to Annex C

Fire Safety (checklist)

- All exit doors will be easily openable and will be available for egress while the public are on the premises.
- Means of escape will be maintained unobstructed, immediately available and clearly identifiable. All fire exits and means of escape will be signed in accordance with BS5499.
- Exit doors will be regularly checked to ensure they function satisfactorily.
- Any removable security fastenings will be removed whenever the premises are open to the public or staff.
- All fire doors will be maintained effectively self-closing and shall not be held open other than by approved devices. If used for casual traffic, they must be closed properly afterwards.
- All floor coverings will be secured and maintained so that they will not ruck.
- Curtains, hangings and temporary decorations will not obstruct exits, fire safety signs or fire-fighting equipment and should not present a fire hazard.
- Notices detailing the actions to be taken in the event of fire or other emergency will be prominently displayed and maintained in good condition.
- Access will be provided for emergency vehicles and this access will be kept clear and free from obstruction
- An evacuation policy will be in place that is to the satisfaction of the Fire Authority. All stewards/staff members will be trained in the evacuation policy.
- Stewards are familiar with actions to evacuate all personnel, including those with disabilities.