

WILMCOTE VILLAGE HALL AND YOUTH CENTRE (Premises)– CONDITIONS OF HIRE

- 1. Binding Agreement:** The person in charge and/or organisation hiring the hall (Hirer) by completing and signing the Booking Form and delivering this to the Booking Clerk, paying the required Deposit and on receiving confirmation from the Booking Clerk, this forms part of a binding contract is between the Hirer and Wilmcote Village Hall Management Committee (Management Committee) which is subject to these terms Conditions Of Hire.
- 2. Rejection of Booking:** The Management Committee, at its sole discretion, reserves the right to cancel the booking and return the Deposit paid within seven days of rejection.
- 3. Supervision:** During the Period of Hire, the Hirer will be responsible for the supervision of the Premises, the fabric and 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 the supervision of car parking so as to avoid obstruction of the highway or other parking spaces on Glebe Estate. Parking is at owner's risk.
- 4. Unlawful purposes:** The Hirer shall not sub-hire or use the Premises or allow the Premises to be used for any unlawful purpose or in any harmful way, nor do anything or bring into the Premises anything which may endanger the same or any insurance policies in respect thereof.
- 5. Premises Licence:** The Village Hall has a Premises Licence and capacity for up to 120 people standing or seated theatre-style or 80 people seated at tables. This authorises regulated entertainment and activities from Monday to Sunday inclusive from 9.00 to 22.30 and the site must be vacated by 23.00. Regulated activities include plays, films, indoor sporting events, live and recorded music, the performance of dance, provision of facilities for making music and dance and anything of a similar description to all of these.
- 6. Moving Picture Licensing Company Ltd (MPLC):** The Premises has a licence with MPLC permitting showing of films from their catalogue subject to strict conditions that must be observed by any Hirer wishing to use this and the prior agreement of the Management must be obtained.
- 7. Other Licences:** The Premises does not have a Performing Rights Society (PRS) or Phonographic Performance Ltd (PPL) Licence. If you are intending to sell or supply alcohol at any event at the Premises, a Temporary Event Notice (TEN) will need to be obtained from Stratford District Council. The Hirer shall be responsible for obtaining such authorisation as necessary, with prior agreement of the Management Committee. There is no television licence.
- 8. Serving or Selling Food:** The Hirer shall, if serving or selling food, observe all relevant food health and hygiene legislation and regulations. The hall is not licensed for the preparation of food.
- 9. Compliance with Conditions and Regulations:** The Hirer shall comply with all conditions and regulations made in respect of the Premises by the Premises Licence, Fire Authority, Stratford District Council, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children. No person under the age of 18 may be supplied with, or permitted to consume, alcohol on the Premises. The Hirer will not tamper with any safety equipment with in the Village Hall and will familiarise themselves with the Village Hall Health & Safety Policy and Risk Assessment.
- 10. Cancellation by Village Hall Management Committee:** The Village Hall Management Committee reserves the right to cancel any hiring if: (i) the Premises is required for use as a Polling Station (ii) the Premises becomes unfit for the use intended by the Hirer (iii) an emergency occurs which requires the use of the Premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters. In these cases the Hirer shall be entitled to a full refund of any fee paid but the Management Committee shall not be liable to the Hirer for any resulting loss or damage whatsoever.

11. **Keeping Hall Tidy:** The Premises and surrounds are to be left in a clean and tidy condition; any furniture, utensils or equipment temporarily removed from their usual positions are to be replaced and floors swept, carpet vacuumed and spillages or marks on the wooden floor removed with minimal water only (no chemicals are to be used) otherwise the Management Committee may decide that the Hirer should forfeit their Deposit. All rubbish shall be removed from the Premises by the Hirer and put in the external Blue (clean recycling only, no bags) and Grey (all other bagged rubbish including food waste) lidded bins respectively. No nappies must be left on the Premises or in external bins, nappies must be taken home. Leave the Premises as you found it, ready for use by the next Hirer.
12. **Cost of Repair and Indemnity:** The Hirer will be responsible for the cost of repair or replacement of any damage or misuse to any part of the property or its contents including curtilage thereof, which may occur during the Period of Hire or use and shall indemnify and keep indemnified each member of the Management Committee and its employees, volunteers, agents, and invitees against (a) the cost of repair of any 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 in respect of damage or loss of property on 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 suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer. Any damage or any item which the Hirer believes may need attention must be reported to the Bookings Clerk.
13. **Security:** The Hirer is responsible for the security of the Premises and the property for the full duration of the Period of Hire. The Hirer will ensure that all external windows and doors are closed properly and locked, curtains and blinds closed and all internal doors, hatch and roller shutter left closed. Failure to do so will cause the Hirer to be liable for any consequential loss or damage to the Premises or property therein.
14. **Supervision:** The Hirer, not being a person under 25 years of age, shall be in charge of and, upon the licensed premises, during the whole Period of Hire. The person in charge shall not be engaged on any other duties, which will prevent them from exercising general supervision. There shall be a minimum of 2 responsible persons, including the person in charge, on duty in the Premises when they are being used for public entertainment. All persons on duty shall have been informed of the procedure to be adopted in the case of evacuation of the premises and shall be familiar with the firefighting equipment available. They shall ensure that fire extinguishers are not obstructed, means of escape remain clear at all times and that fire doors are not obstructed or wedged open.
15. **Opening and Closing the Village Hall:** The Premises will be opened and closed as agreed with the Booking Clerk as stated in the Booking Confirmation. Please ensure that any outside caterers or contractors are aware of the Period of Hire and any additional setting up/clearing up periods as agreed, as access to the premises may only be possible during these times. There is an Accessible entrance via the Fire Exit Door to Assembly point 1 adjacent to a designated parking space and there is a ramp that can be used here for wheelchair access.
16. **Tables, linen, glassware, crockery, cutlery etc:** Long and square tables, linen, glassware, crockery and cutlery are all available for use within the Premises without additional charge. Please ensure that items used are left clean after use and returned to their previous positions. All breakages should be notified to the Booking Clerk and must be paid for. If you want to use tables and chairs outside, there are wooden trestle table in the cupboard in the Meeting Room and plastic chairs in the shed which **must** be used. If you use the dishwasher, you must unload it within your Period of Hire.
17. **Hirer's Equipment and Appliances** The Management Committee accepts no responsibility or liability for any equipment or other property brought on or left at the Premises by the Hirer. Unless agreed otherwise, all equipment and other property must be removed at the end of each Period of Hire. The Management Committee may dispose of any equipment or other property left on the Premises after the Period of Hire has expired, and may charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same. Electrical appliances shall be in good working order and used in a safe manner in accordance with the Electricity at Work Regulations 1989.

18. **Fire Safety Guidelines** The Hirer shall familiarise themselves with the Village Hall Fire Evacuation Plan, Health and Safety Policy and Risk Assessments, available on our website and on the Notice Board in the Foyer. Particularly the locations and the types of fire extinguishers and blanket and shall at the commencement of their occupation of the Village Hall check that they are all present and in the correct location. The Hirer shall not tamper with any safety equipment including the Fire Alarm system.
19. **Outbreaks of Fire, Accidents and Dangerous Occurrences** There is no landline telephone at the Premises. In case of emergency the post code is CV37 9XL. In the event of a Fire however slight, the Hirer is to sound the alarm (using one of the activation points), call or arrange for someone to call the fire brigade and ensure the safe evacuation of the building including toilets by all those present as quickly as possible. The fire assembly points are on the grassed areas at 1. the end of the parking spaces between the Scout Hut and Shed or 2. On the grass at the rear. The Hirer shall ensure that all those present are accounted for. The Hirer must report any fire, accident or dangerous occurrence to the Booking Clerk as soon as possible and for an accident complete the relevant section in the Village Hall's Accident Book located on the wall, by the kitchen door and deliver this to the Booking Clerk. The First Aid kit is located by this too. Any failure of equipment belonging to the Management Committee or brought in by the Hirer must be reported as soon as possible. Certain types of accident or injury must be reported on a special form to the local authority. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).
20. **Health and Safety** The Hirer is responsible for the occupiers of the Premises at all times. Access to the stage is not permitted unless specifically agreed. Children must not be allowed in the Chair Store, on the Stage or in the Kitchen. The Management Committee shall not be responsible for any injury or damage caused by anything (including Inflatables and Bouncy Castles) brought on to the site by a Hirer. Performances involving any danger to the public shall not be given. The Hirer shall ensure that care is taken when using the cooker and that it is not left unattended when in use. With the exception of the fridge, freezer and dehumidifiers, all electrical appliances must be turned off at the electricity supply socket and kettles and urn drained of water when leaving the hall. The Hirer must read and comply with the Health & Safety Policy and ensure that anyone smoking or vaping does it outside the Premises and disposes of cigarette ends, matches etc. in a tidy and responsible manner in the sand filled bucket provided, so as not to cause a fire.
21. **Safeguarding Children, Young People and Adults at Risk** The Hirer must ensure that any activities for children and other vulnerable adults are only provided by fit and proper persons in accordance with 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 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, informing the Management Committee of any such incidents. It is the responsibility of the Hirer to ensure children are not left unsupervised by a responsible adult at any time in the area of the Premises including the Patio and Garden and are not able to leave these unsupervised by a responsible adult. Responsible adults are to ensure children are kept safe whilst outside and discouraged from playing next to the bollards and parked vehicles to reduce the risk of harm.
22. **Animals** No animals (including birds) except Guide or Assistance Dogs are to be brought into the Premises, other than for a special event agreed by the Management Committee. No animals or birds whatsoever are to enter the kitchen at any time.
23. **Explosive and Flammable Substances** Highly flammable substances (including fireworks), candles, anything with a naked flame and smoke machines are not permitted and shall not be brought into, or used in any portion of the Premises, inside or out. No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be brought into the premises without the consent of the Management Committee.
24. **Toxic Materials** Toxic materials or any cleaning compounds or materials shall not be brought in or used in any part of the Premises.

- 25. Heating** The heating will be set as appropriate for the time of year and the booking. The Hirer should advise the Booking Clerk if they need the Premises to be particularly warm or cold. No unauthorised **heating appliance** shall be used on the Premises.
- 26. Decorations** Please do not pin or stick anything onto the walls. Banners etc. can be temporarily hung from the woodwork (or from lines attached to the woodwork) and removed at the end of the Period of Hire. Otherwise, no alterations or additions may be made to the Premises nor 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 Booking Clerk. Any alteration, fixture or fitting or attachment remaining in the Premises at the end of the hiring will become the property of the Management Committee who may charge for removal unless removed by the Hirer. Any damage to the Premises or paintwork, however caused, will be charged for.
- 27. Stage Curtains:** The Hirer must not operate these unless access to the Stage has been agreed with the Booking Clerk. When opening up the Premises the member of the Management Committee will show you how these are operated and these instructions must be followed and the curtains left closed at the end of the Period of Hire.
- 28. Audio Visual Equipment:** The Hirer, having agreed and paid for access to this, when opening up the Premises the member of the Management Committee will unlock the Audio Visual Controls, brief you on the operation of this and leave you with laminated printed operating instructions which must be followed.
- 29. Availability of WiFi Services:** Although the Management Committee aim to offer the best WiFi service possible, we make no promise that the WiFi service will meet your requirements. We cannot guarantee that our WiFi service will be fault free or accessible at all times. The Management Committee has the right to suspend or terminate our WiFi service immediately in the event that there is any breach of any of the provisions of these Conditions of Hire including without limitation: use of any equipment that is defective or illegal; if the Hirer causes any technical or other problems to the WiFi service or if, in the opinion of the Management Committee, the Hirer is involved in fraudulent or unauthorised use of the WiFi service.
- 30. Privacy & Data Protection:** We may collect and store your personal data for the purpose of processing your Booking Form only and through your use of our WiFi service. We may process all information about you which is provided in relation to our WiFi service in accordance with your legal rights under the Data Protection Act 2018 and solely for the purposes of offering the WiFi service. When using the WiFi service the Hirer agrees to be bound at all times by the following provisions: (a) not to use the WiFi for any of the following purposes: (i) disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws; (ii) transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice (iii) interfering with any persons use or enjoyment of the WiFi service; and (iv) making, transmitting or storing electronic copies of material protected by copyright without permission of the owner. (b) to keep any username, password, or any other information which forms part of the WiFi service security procedure confidential and not to disclose it to any third party.
- 31. Noise:** Music or other sounds should be kept to a reasonable level throughout the Period of Hire. In particular the Hirer must ensure that:
- amplified music is used only, and is not audible within the neighbouring properties after 22:30.
 - all indoor and outdoor activity, including outdoor drinking ceases by 22:30.
 - minimum noise is made by everyone on arrival, and leaving the event.
 - everyone must have left the Premises by 23.00

If these conditions are breached the immediate closure of the event may be required.