

# IBBERTON, BELCHALWELL & WOOLLAND VILLAGE HALL

Reg. Charity No. 1095817  
[www.ibbertonvillagehall.co.uk](http://www.ibbertonvillagehall.co.uk)

## Standard Conditions of Hire Policy & Schedule of Special Conditions ndpl0552

If the Hirer is in any doubt as to the meaning of any of the conditions, the Booking Secretary should be consulted immediately. [ibbertonvillagehall@gmail.com](mailto:ibbertonvillagehall@gmail.com) 01258 817269

### 1. Definitions

For the purposes of these conditions, the term HIRER shall mean an individual hirer or, where the hirer is an organisation, the authorised representative. The Hirer must be over 18 years of age. The term COMMITTEE shall mean the Management Committee of the Ibberton, Belchalwell & Woolland Village Hall.

### 2. Supervision

The Hirer will, during the period of the 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. The Village Hall is licenced for is 100 people standing. As directed by the Hall Secretary, 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.

The Committee reserves the right to enter the premises at any time to verify that proper supervision is being exercised or for any other purpose.

### 3. Use of Premises

The Hirer shall not use the premises (including car park) for any purpose other than that described in the hiring agreement and shall not sub-hire 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. The Hirer shall comply with all requirements and recommendations contained in the Hall's Information for Hirers document which is in a folder on the main Notice Board and on the Help Section of this website. (Policies are available from the <http://www.ibbertonvillagehall.co.uk/Documents/> / in the folder on the display table. Notices are displayed around the building where relevant)

### 4 Risk Assessments

The Hirer must assess any risks which may arise from the activities which will take place during the hire period and must ensure that everyone attending is aware of the steps necessary to mitigate the risk of injury or damage. Commercial hirings are required to send a copy of the risk assessment to the Bookings Secretary when returning the hiring agreement to [ibbertonvillagehall@gmail.com](mailto:ibbertonvillagehall@gmail.com)

## **5 Insurance & Indemnity**

The Hirer shall be liable for:

- 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
- all claims, losses, damages and costs made against or incurred by the Committee, their 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
- all claims, losses, damages and costs made against or incurred by the Committee, their 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
- the Hirer shall indemnify and keep indemnified accordingly each member of the Committee and the Village Hall's employees, volunteers, agents and invitees against such liabilities.

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 buildings which may occur during the period of the hiring as a result of the hiring. The Hirer shall be responsible for making arrangements to insure against any third-party claims which may lie against him or her (or the organisation if acting as a representative) whilst using the Hall. A notice on the outside of the crockery cupboard has a plan for storing items and also states that PLEASE NOTE ALL BREAKAGES TO BE PAID FOR £3 PER ITEM. Please report breakages to the Bookings Secretary.

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

## **6 Sale of alcohol**

The hirer must inform us at the time of booking if alcohol is to be consumed at the hall, whether alcohol is for sale or not. If alcohol is consumed, the hirer must take responsibility to prevent: Underage drinking. No alcohol can be served to or consumed by under 18s on or around the premises.

Public nuisance and dangers to health from over-consumption.

If alcohol is to be sold at an event, the Hirer, with the prior agreement of the Trustees and having paid a licence fee, shall be responsible for the sale, supply or consumption of alcohol in accordance with that licence and with any restrictions imposed by the Trustees. The agreement will state specific conditions which the hirer must adhere to in the form of Guidance Notes for Licensed Use of Ibberton, Belchalwell & Woolland Village Hall.

The Management Committee reserve the right to make spot checks to ensure that these conditions are being observed and will end events if they are breached.

## **7 Drunk and disorderly behaviour and supply of illegal drugs**

The Hirer shall ensure that in order to avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. No illegal drugs may be brought onto the premises. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises in accordance with the Licensing Act 2003.

## **8 Gaming, Betting 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.

## **9 Music Copyright Licensing**

For public performances, the Hirer is required to hold the relevant licences from Performing Right Society (PRS) and the Phonographic Performance Licence (PPL). The hall does not have a music licence only Royalty free music may be played.

## **10 Film**

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. The Hirer should ensure that he/she has the appropriate copyright licences for film.

## **11 Compliance with the Childcare Act 2006**

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable groups Act 2006 and only fit and proper persons who have passed the appropriate Disclosure and Barring Service (DBS) checks should have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. Visit <http://www.ibbertonvillagehall.co.uk/Documents/> / in the folder on the display table. The Hirer shall provide the Bookings Secretary with a copy of their DBS check and Child Protection Policy on request.

## **12 Public Safety Compliance**

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Local Magistrates' Court 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 will ensure that he/she is aware of the location of the hall's fire safety equipment, escape routes and evacuation procedures. The Hirer shall also comply with the hall's health and safety policy. <http://www.ibbertonvillagehall.co.uk/Documents/> , in document folder on display table and posters displayed in the hall. The Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to the Bookings Secretary.

## **13 Noise**

The Hirer shall ensure that any loud or amplified music that is played outside the hall building, within the licencing hours, must respect the neighbours. After 11 pm noise levels must be kept to a minimum especially on arrival and departure so that the neighbours are not disturbed. The Hirer must adhere to the Halls Premises Licence available from <http://www.ibbertonvillagehall.co.uk/Premise-Licence/> or displayed in the hall. ( See Special Conditions of Hire Policy attached below)

## **14 Health and Hygiene**

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. (See notices on the kitchen cupboard doors)

## **15 Electrical Appliance Safety**

The Hirer shall ensure that any electrical appliances brought by him to the premises and used there shall be safe and in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989.

## **16 Stored equipment**

The Committee accepts no responsibility for any stored equipment or other property brought on to 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 or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

Failure by the Hirer to remove any property brought on to the premises for the purposes of the hiring may result in the Committee 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.

## **17 Smoking**

The Hirer shall, and shall ensure that the provisions of the Health Act 2006 and regulations made thereunder regarding the prohibition of smoking in public places are observed. Any person who breaches this provision shall be asked to leave the premises. The Hirer shall ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

## **18 Accidents and Dangerous Occurrences**

The Hirer must report all accidents involving injury to the public to a member of the Committee as soon as possible. They must complete the Accident Book located in the cupboard signed as First Aid in the kitchen. Any failure of equipment either that belonging to the hall or brought in by the hirer must also be reported as soon as possible. Certain types of accident or injury must be reported to the Health & Safety Executive. Please report these to the Bookings Secretary, as soon as possible [ibbertonvillagehall@gmail.com](mailto:ibbertonvillagehall@gmail.com)

01258 817269

## **19 Explosives and Flammable Substances**

The Hirer shall ensure that highly flammable substances including fireworks are not brought into, or used in any part of the premises or grounds and that no internal decorations of a combustible nature shall be erected. No decorations are to be put up near light fittings or heaters.

## **20 Heating**

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the management committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

## **21 Animals**

The Hirer shall ensure that no animals (including birds) except assistance dogs are brought into the hall, other than for a special event agreed to by the Committee. No animals whatsoever are to enter the kitchen at any time.

## **22 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 Hall, and shall indemnify the Committee accordingly against all action, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

## 23 Sale of Goods

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.

## 24 Cancellation by Hirer

If the Hirer wishes to cancel the booking refunds are at the Trustees' / Committee discretion. The payment or the repayment of the fees due to mitigating circumstances shall be at the discretion of the Committee.

## 25 Cancellation by the Committee

The Committee reserves the right to cancel this hiring 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) the committee reasonably considering that (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring.
- (c) the premises becoming unfit for the use intended by the Hirer.
- (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) Administrative error

In any such case the Hirer shall be entitled to a refund of any monies already paid, but the Committee shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

## 26 Refusal of Booking

The Committee reserves the right to refuse a booking without giving reason.

## 27 Use of the Wifi

You may not use the facilities for

- Unlawful or illegal activity
- Commercial purposes, unless authorised by the Village Hall Committee in writing
- Uploading computer viruses, carrying out hacking, uploading/downloading defamatory, offensive or illegal material.
- Breaching confidentiality or intellectual property rights
- Interrupting the provision of service to other hall internet users

**Indemnity:** You agree to indemnify both the Village Hall and its Trustees against all liabilities, claims, losses or damages ( including legal fees and other expenses) that may arise as a result of your connection to the village hall WiFi.

## 28 End of Hire

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition. All rubbish & bottles should be taken home, the hall properly locked and 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. The Hirer shall be responsible for the safe custody of keys and for returning them to the Bookings Secretary or nominated deputy.

**?? CHECKLIST BEFORE LEAVING THE HALL ??**

? WATER BOILER EMPTIED ?

? COOKER TURNED OFF ?

? HEATING CONTROL AT BOILER DEALT WITH  
&  
THERMOSTAT IN ROOM TURNED OFF ?

? FRIDGE/FREEZER TURNED OFF ?

? ALL SOCKETS TURNED OFF ?

? ALL LIGHTS OFF ?

? ALL WINDOWS SHUT ?

? RUBBISH FROM KITCHEN AND TOILETS  
EMPTIED AND **READY TO TAKE HOME** ?

? TURN OFF TAPS IN TOILETS?

### **29 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 Committee. Any alteration, fixture or fitting or attachment so approved must be removed by the Hirer at the end of the hiring who must make good to the satisfaction of the Committee any damage caused to the premises by such removal. Any alteration, fixture or fitting or attachment left in the village hall beyond the hiring agreement will be kept or disposed of as the Committee sees fit and any expenses incurred charged to the hirer.

### **30 No Rights**

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

### **31 Contravention of the Standard Conditions of Hire**

The Hirer is responsible for ensuring these conditions are observed. If these conditions are contravened by the hirer or others, the Committee shall be at liberty to retain the damages deposit or make an additional charge at its discretion.

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**SCHEDULE OF SPECIAL CONDITIONS      NDPL0552**

Special conditions of Hire to comply with the Public Entertainment Licence issued under the Local Government (miscellaneous Provisions) Act 1982/ Theatre Licence issued under the Theatres Act 1969\*. Premises Licence (Licensing Act 2003)

**For the purpose of these conditions, the Hirer shall mean an individual hirer or, where the hirer is an organisation, the authorised representative.**

1. The hirer hereby acknowledges receipt of a copy of the conditions of the Public Entertainment/Theatre Licence\* for the premises.
2. 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 of the Public Entertainment/Stage Play Licence relating to management and supervision of the premises are met.
3. The hirer acknowledges that she/he has received instruction in the following matters:
  - The action to be taken in event of fire. This includes calling the fire brigade and evacuating the hall.
  - The location and use of fire equipment. (Including diagram of location when handing over keys. See Appendix 2).
  - Escape routes and the need to keep them clear.
  - Method of operation of escape door fastenings.
  - Appreciation of the importance of fire doors and closing all fire doors at the time of a fire.
4. In advance of the entertainment or play the hirer shall check the following items:
  - That all fire exits are unlocked and panic bolts in good working order.
  - That all escape routes are free of obstruction and can be safely used.
  - That all fire doors are not wedged open.
  - That exit signs are illuminated.
  - That there are no obvious fire hazards on the premises.
5. There shall, in addition to the hirer, be a minimum of 2 competent attendants on duty on the premises to assist people entering and leaving, none of who shall be less than 18 years of age. If most of the audience is under 16, the number of attendants shall be not less than 4. All persons on duty shall have been instructed as to their essential responsibilities in the event of fire or other emergencies, including attention to disabled persons, the location and use of firefighting equipment available, how to call the fire brigade and evacuation procedure.

## **Capacity**

6. The number of people on the premises shall not exceed for dancing, or seated 100.

## **Means of Escape**

7. All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.
8. The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).
9. The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the secretary of the management committee.

## **10. Dangerous Performances**

Performances involving danger to the public shall not be given.

## **11. Explosives and Flammable Substances**

Highly flammable substances shall not be brought into, or used in any portion of the premises. No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the management committee.

## **12. Heating**

No unauthorised heating appliances shall be used on the premises when open to the public without the consent of the management committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

## **13. Hours of Opening**

The premises shall not be used for public entertainment except between the hours of:

9.00 am and midnight	Monday - Thursday
9.00 am to 1:00am	Friday
9:00am to midnight	Saturday
9:00am to 11:00pm	Sunday

unless special permission has been issued by Dorset County Council and by the management committee.

## **14. Noise**

**Please be aware that loud music is not acceptable.**

**Premise Licence** - <https://www.ibbertonvillagehall.co.uk/Premise-Licence/>

1. a performance of a play, (Inside & Outside)
2. an indoor exhibition of films (indoors)
3. an indoor sporting event,



4. a performance of live music, (Inside & Outside)
  5. any playing of recorded music, (Inside & Outside)
  6. a performance of dance, (Inside & Outside)
  7. entertainment of a similar description to that falling within a performance of live music, (Inside)
- any playing of recorded music or a performance of dance,
  - entertainment facilities for making music,
  - entertainment facilities for dancing,
  - entertainment of similar description to that falling within entertainment facilities for making music or dancing.