

# Jessie Hughes Village Hall – Eaton, Tarporley, Cheshire

Authorised by its Village Hall Committee

JHVH Terms & Conditions of Hire Issue 03 : Dated: 1 January 2023

## JHVH Terms & Conditions of Hire

These standard conditions apply to all hirings of the village hall. If the Hirer is in any doubt as to the meaning of these conditions, the Hirer should immediately consult a member of the Village Hall Committee (the "Committee"). Appendix 3 gives general information re the use of the facilities.

### 1. Supervision

The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises, the fabric and the contents; their care, safety from damage or change of any sort, however slight; 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. As directed by a member of the Committee, 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.

### 2. Use of Premises

The Hirer shall not use the premises 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. The hirer shall not do anything, nor 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.

### 3. 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.

### 4. Licences

The Hirer shall ensure that the Village Hall holds a Performing Society Rights Licence which permits the use of copyright music in any form e.g. record, compact disc, tapes, radio, television or by performers in person. If other licences are required in respect of any activity in the Village Hall the Hirer should ensure that they hold the relevant licence or that the Village Hall holds it.

### 5. Public Safety Compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, and the Licensing Authority 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.

(a) The Hirer acknowledges that they have received instruction in the following matters:

- \* The action to be taken in event of fire. This includes evacuating the hall and calling the Fire Brigade.
- \* The location and use of fire equipment.
- \* Escape routes and the need to keep them clear.
- \* Method of operation of escape door fastenings.
- \* Appreciation of the importance of fire doors and of closing all fire doors at the time of fire.

(b) In advance of an event 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 exit signs are illuminated.
- \* That there are no obvious fire hazards on the premises.

### 6. Means of Escape

All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit. A member of the Committee will ensure that the emergency lighting supply and all exit signs are turned on during the whole of the time the premises is occupied. (The emergency lights come on automatically on power failure.)

### 7. Outbreaks of Fire

The Hirer shall call the Fire Brigade to any outbreak of fire, however slight, and details thereof shall be given to the Hall Manager or other Committee member. (Fire instruction in Appendix 4)

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## 8. **Health and Hygiene**

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations

The Hirer shall, and shall ensure that the Hirer's invitees also, comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made there under. The hirer shall ask any person who breaches this provision to leave the premises.

## 9. **Electrical Appliance Safety**

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided the hirer must make use of it in the interests of public safety.

## 10. **Insurance and Indemnity**

The Village Hall ("Hall") has Hirer's Liability insurance which provides public liability cover up to £2m. This cover only applies to non-commercial users of the Hall engaged in activities for the benefit of the local community. For the avoidance of doubt, any Hirer using the Hall to run classes or any other commercial activity must have their own public liability insurance.

The following Events and Activities either inside (the Hall) or outside (on Hall property, e.g. car park) are prohibited:

- where the event lasts more than 48 hours
- where the event is organised by a separate third party event organiser/company
- where the event involves:
  - weapons
  - passenger carrying amusement devices
  - animal rides of any kind
  - motor sports
  - any aerial activities
  - exhibitions valued at over £250,000
  - fireworks, 'Chinese Lanterns', or similar, bonfires or open flames of any sort
  - 'bouncy castles', or similar and other inflatable devices

## **Indemnity.**

The Hirer shall indemnify, and keep indemnified, the Jessie Hughes Institute (its committee, employees, volunteers, agents and invitees as appropriate) up to a maximum of £250 against:

- (a) the cost of repair of any damage to any part of the Hall including the curtilage thereof or the contents of the Hall;
- (b) all claims, losses, damages and costs in respect of damage or loss of property or injury to persons arising as a result of the use of the Hall (including the storage of equipment) by the Hirer;
- (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 Hall by the Hirer. The Jessie Hughes Institute is insured for any claims arising out of its own negligence.

## 11. **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 and complete the relevant section in the Village Hall's accident book. Any failure of equipment belonging to the Village Hall or brought in by the Hirer must also be reported as soon as possible and an entry made in the Maintenance Book. Certain types of accident or injury must be reported on a special form to the local authority. A member of the Committee will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

## 12. **Explosives and Flammable Substances**

The hirer shall ensure that:

No highly flammable substances are brought into, or used in any part of the premises. No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected. No decorations are to be put up near light fittings or heaters.

## 13. **Heating**

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises.

Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

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## 14. **Drunk and Disorderly Behaviour and Supply of Illegal Drugs**

The Hirer shall ensure that it and its employees, volunteers, agents and invitees avoid disturbing neighbours to the hall and avoid violent or criminal behaviour; and take care to avoid excessive consumption of alcohol by the people attending the hirer's function. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. The Hirer or his representative shall not serve alcohol to any person suspected of being drunk nor to any person suspected of being under the age of 18. 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. No one is permitted to bring illegal drugs onto the premises.

## 15. **Animals**

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

## 16. **Compliance with the Children Act 1989**

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons who have passed the appropriate Criminal Records Bureau checks have access to the children (checks may also apply where children over eight and vulnerable adults are taking part in activities). The Hirer shall provide the Committee with a copy of their Child Protection Policy on request.

## 17. **Fly Posting**

The Hirer shall not carry out, or permit, fly posting or any other form of unauthorised advertising for any event taking place at the premises, and shall indemnify and keep indemnified each member of the Village Hall Committee accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the Local Authority.

## 18. **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.

## 19. **Cancellation**

If the Hirer wishes to cancel the booking before the date of the event and the Village Hall 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. The Committee reserves the right to cancel any hiring by notice to the Hirer 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.
- In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the Committee shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

## 20. **End of Hire**

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, 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.

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## 21. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises. Discos et al must be approved and no bass may go through floor speakers.

## 22. 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 listed hire fee charge) until the same is removed.

The Committee may, at its discretion dispose 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, in any of the following circumstances:

- (a) In respect of stored equipment, failure by the Hirer either to pay any storage charges due and payable or to remove the same within 7 days after the agreed storage period has ended
- (b) In respect of any other property brought on to the premises for the purposes of the hiring, failure by the Hirer to remove the same within 7 days after the hiring;

## 23. 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 shall at the discretion of the Committee remain in the premises at the end of the hiring. It will become the property of the Village Hall unless removed by the Hirer who must make good to the satisfaction of the Committee any damage caused to the premises by such removal.

## 24. Attachments

No pins, nails, screws or similar may be used on any internal or external surface  
No blu-tak or similar, nor sellotape-type tape may be used on any walls or ceilings, either external or internal.  
Blu-tak, or equivalent may be used ONLY on windows or gloss-painted wood doors.

## 25. Fireworks

Under no circumstances may fireworks, "Chinese lanterns" or similar be set off from the curtilage of the premises.

## 26. Data Protection

- (a) We will store your personal data, including any sensitive data, in line with General Data Protection Regulations 2018 We will securely retain your data only until your booking(s)/event(s) are completed. We will never share your information with any third parties unless we have your express consent. We will only store your data for the express purpose of facilitating your hire of the premises, until the hire is complete, or until you expressly withdraw your consent. Your consent may be easily withdrawn by e-mailing [jvh.booking@gmail.com](mailto:jvh.booking@gmail.com)
- (b) As a hirer of the Jessie Hughes Village Hall, you are reminded of the need for you to follow General Data Protection Regulations 2018 in respect of the storage and use of your clients' data.

## 27. No Rights

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

## 28. Hire Charges.

Normally reviewed every April.

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## Appendix 1

### SPECIAL CONDITIONS

These Special Conditions include provisions required to comply with the Premises Licence issued under the Licensing Act 2003.

These conditions apply to all events at which regulated entertainment or the sale of alcohol takes place and form part of the Hiring Agreement on these occasions.

The Hirer hereby acknowledges receipt of a copy of the Terms and Conditions of Hire for the premises, in accordance with which the hiring must be undertaken and agrees to comply with all obligations therein.

#### 1. Hours of Opening

The premises shall not be used for licensable activities except between the hours of 9:00 am and 11:30 pm (Sundays 10 am – 8.00 pm) unless special permission has been issued by the Cheshire West & Chester Council and by the Committee.

#### 2. Capacity and Supervision

(a) There shall, in addition to the Hirer, be a minimum of TWO competent attendants, neither of whom shall be less than 18 years of age, on duty on the premises to assist people entering and leaving. If most of the audience is under 16, the number of attendants shall be not less than 1 adult per 8 children. All persons on duty shall have been instructed by the hirer as to their essential responsibilities in the event of fire or other emergencies, including attention to disabled persons, the location and use of the fire-fighting equipment available, how to call the Fire Brigade and the evacuation procedure.

(b) The number of attendants on duty must be as specified in the Village Hall's Premises Licence (and not less than):

- TWO adult attendants for up to 50 persons
- THREE adult attendants for 50-100 persons
- Additional attendants are required if the audience is mostly under 16, or if there are disabled people present.

### CAPACITY GUIDELINES

Room	Standing	Theatre-style seating	Dining
Main Hall	100	80	80
Meeting Room	12	N/A	12

Different types of layout in the main hall need to be considered by the hirer to meet current regulations.

#### 3. Age

The Hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge of and being on the premises at all times when the public are present – and for ensuring that all conditions of the Premises Licence and/or the Operating Schedule relating to management and supervision of the premises are met.

#### 4. Dangerous and unsuitable Performances

Performances involving danger to the public, or of a sexually explicit nature, shall not be given.

#### 5. Film Shows

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification.

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## Appendix 2

### **Only relevant if the Hirer intends to apply to CWAC for a Temporary Event Notice (TEN) to sell alcohol at an event at Jessie Hughes Village Hall.**

The Jessie Hughes Village Hall is **not** licensed for the sale of alcohol by others.

I hereby apply to the Jessie Hughes Village Hall Committee for consent to obtain from the Licensing Authority, a Temporary Event Notice (TEN) to hold the following licensable (eg serving alcohol) activities at the hall on the following date(s), during the following hours and in the following location(s):

Date(s):

Time:

Description of event:

Licensable Activities:

Location: (Delete those that do not apply)

Main Hall

Meeting Room

Kitchen

Entrance Hall

I hereby undertake to comply with the provisions of the Licensing Act 2003 (and any regulations thereunder) as they relate to a Premises User holding a Temporary Event Notice (TEN) and to indemnify the Village Hall Committee for any obligations thereunder. I undertake, in particular, to notify the Police Authority within the required time and not to allow the sale of alcohol to those aged under 18 or to those who are drunk or disorderly.

Signed by the person named as Hirer on the Hiring Agreement (duly authorised on behalf of the Hirer's organisation named where applicable):

Name (in capitals):

Signature:

Date:

On behalf of the JHVH Committee, I hereby authorise the person named above to apply for a Temporary Event Notice (TEN) to the Licensing Authority for the area, for the event described above on the date(s), at the time(s) and in the location(s) specified above.

Signed on behalf of the Jessie Hughes Village Hall Committee:

Name (in capitals):

Signature:

Date:

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## Appendix 3

### USE OF FACILITIES

#### ***Opening and Closing the Village Hall***

Unless the Hall is opened up and closed by a Committee member, you will be issued with a front door key to open and close the hall.

At the close of your event, please make sure that the windows and doors are closed, switch off all electrics as instructed and return the key to a Committee member, all as agreed. The key should be returned to the Committee within 24 hours of the single event. Any loss of the key will be charged at £150.00 as the lock and all keys would have to be changed.

Please ensure that any outside caterers, contractors and bar staff are aware of the hire period and that they will not be able to enter before or leave after the hire period.

Please telephone a Committee member – listed on the notice board in the hall – in case of a problem.

Guests are expected to vacate the premises fifteen minutes prior to the end of the hire. Only those helping to clear up the Village Hall should be on the premises up to the time agreed by the contract. Failure to comply with this will result in forfeiture of your deposit.

#### ***Safety***

The Jessie Hughes Village Hall has a **strict No Smoking Policy**.

The hirer or organiser of an event should read the fire precautions notice to the users at each new event. These are attached.

Please use the chair trolley to avoid injury.

A First Aid box, marked with a green cross, is available in the kitchen. If any item is used please inform a member of the Committee and fill in the accident book.

#### ***Heating and lighting***

Have master switches just inside the front door. Please do not switch on the external lights (RH master switch) during daylight. The hall has very efficient lighting – please only turn on enough lighting for your event and help conserve electricity.

The three air-conditioning units in the main hall should be individually turned on at the wall below the unit. Please read and follow the instructions attached to each remote.

#### ***Telephone***

The Village Hall has no telephone and there is not a public phone in the village so you are advised to bring a fully-charged mobile phone for use in case of emergency.

#### ***Car Parking***

The hall car park will accommodate a reasonable number of cars if they are parked sensibly.

#### ***Consideration for Others***

Please ask your guests to leave quietly at the close of your event. Local residents will be disturbed by car doors banging and loud talk in the car park.

Please do not use drawing pins, sellotape or blu-tack on the walls or any other surfaces of the hall. Do not fix decorations near light fittings.

Please leave the village hall clean and tidy - in particular we ask you to ensure that kitchen surfaces are cleaned and that table tops are wiped clean before returning them to the storeroom.

Chairs should be returned to the store, using the trollies provided, in stacks of 7 or 8.

Please either use our recycling bins (Blue for paper, Red for cans, glass and plastic) or take your recycling home. Other waste should go, properly wrapped, into the Black bin or be taken away.

#### ***Faults/ Damage/ Comments***

Please report any faults or damage to the Hall Manager as soon as possible so that they can be rectified quickly. Please also enter the details into the Maintenance Book.

The Village Hall Committee welcomes comments or observations that you may have about your hire of the Village Hall

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## Appendix 4 USEFUL INFORMATION

### 1 Safety and Security

- a. Fire Exits: Apart from the entrance doors, fire exits are at either end of the hall.
- b. There are fire extinguishers in the facility
- c. Fire Exit doors must be securely closed when leaving the property.
- d. There is one key for the entrance. If you are asked to lock up, the key must be returned.  
There is a £150 penalty if the key is not returned as the locks and all other keys will have to be changed.

### 2 Electrical Equipment and Switches

- a. **Entrance** – on entering the front door, three master switches are immediately to the left.  
The switch marked “Lighting” controls all internal lighting.  
The switch marked “Heating” controls hot water, heating and toilet hand-dryers.  
The switch marked “External lighting” controls the outside lights. NB The outside lights stay on for 10 minutes after being switched off, as an aid to collecting vehicles.

**NB: ALL THREE MASTER SWITCHES MUST BE TURNED OFF ON LEAVING**

#### b. Kitchen

The Burco master-switch is next to the cookers – only use if many drinks are required. If only a few drinks are required, please use the kettles.

#### c. Room heaters

The three air-conditioning units are individually turned on by the remotes attached to the wall near each unit. Temperatures have been pre-set. Instructions are attached to each remote please do not adjust these controls except as instructed  
There are floor mounted heaters in the kitchen.

#### d. The hall screen

is remotely controlled. Those hiring the screen will be shown how to operate.

### 3 Kitchen

- a. Crockery, cutlery etc, if hired, must be thoroughly cleaned, dried and returned to shelves.
- b. Use kettles unless many drinks are needed. The Burco ‘fill’ control is under the right-hand sink. The ‘tap’ must be turned parallel to the water pipe – not at right-angles.
- c. Users should bring their own tea towels.

### 4 Chairs and tables

Chairs should be stored in stacks of 7 or 8 and moved by using the sack-trolleys.  
Tables open by pulling legs and closed by squeezing horizontal bar at top as legs are folded.  
BLUE chairs are to be used for children’s parties.

### 5 Cleaning

The cleaning store is next to the kitchen – key on hook on side of wall cupboard near kitchen door. The large scissor-mop is ideal for cleaning the floor. Please shake thoroughly and Hoover up the debris. **Do not use water on the wooden hall floor.**

### 6 In emergency only, call:

<b>John or Jan Freeman</b>	<b>01829 730820</b>
<b>Val Tough</b>	<b>01829 760354</b>
<b>Nick or Wendy Parker</b>	<b>01829 732316</b>



## **Appendix 5**

# **Fire Instructions**

### **The hirer or organiser of an event shall:**

- inform the hall users of this fire regulation each time they use the hall;
- point out the location of the emergency exit doors nearest to the activities on that day
- check, if safe to do so, that no one is in the toilets after the fire alarms sounds. In all cases the hirer should account for all the guests at the event and inform the Fire Brigade of any missing people.

### **On discovering a fire:**

**IMMEDIATELY** operate a fire alarm point on your way out of the building.

**GET OUT** of the building and assemble on the car park.

**STAY OUT** of the building.

**CALL** the Fire Brigade - The Village Hall is on Eaton Lane, Eaton, Cheshire, CW6 9XE

### **On hearing the fire alarm:**

**GET OUT** of the building and assemble on the carpark.

**STAY OUT** of the building.

**CHECK** that the hirer (organiser) has called the Fire Brigade.

### **Remember**

Use the nearest available exit and close the doors behind you.

Do not stop to collect personal belongings.

Do not re-enter the building.